



● Request for Proposals



● for the design, construction, financing, operation and maintenance of the completion of Autoroute 25 in the Montréal Metropolitan Area



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July 20, 2006

Version revised on the 30th of January, 2007

Québec 

Note: Only the French version of this RFP is official and has legal effect. The English version of this RFP is provided for information purposes only.

This **Volume 1** is a revised version of the document issued on July 20, 2006, updated to reflect modifications submitted by means of addendums, questions and answers and the final version of the Partnership Agreement, including the Technical requirements.



LETTER TO QUALIFIED RESPONDENTS

REQUEST FOR PROPOSALS FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION, AND MAINTENANCE OF THE COMPLETION OF AUTOROUTE 25 IN THE MONTRÉAL AREA

This RFP follows the Request for Qualifications that was issued on December 22, 2005, which resulted in the qualification of the three Respondents listed below in alphabetical order:

- Consortium Nouvelle Route
- Infras-Québec A-25
- SNC-Lavalin Inc.

This RFP represents the second stage of the process of selecting a Private Partner with which the Minister intends to sign a Partnership Agreement.

In order for a Proposal to be evaluated, Qualified Respondents must meet all of the eligibility requirements stated herein. In addition, each Qualified Respondent is required to fulfill the various undertakings that it accepts when it signs the Submission Agreement found in **Appendix 1-1**, particularly with respect to confidentiality.

The key dates in this second stage of the selection process are as follows:

Issuance of RFP	July 20, 2006
General information session	August 17, 2006
Topical information sessions	August 22, 23, 24 and 25, 2006
Discussion workshops	August 28 to December 8, 2006
Submission of Qualified Respondents' comments on the first draft Partnership Agreement and Technical Specifications	October 18, 2006
Submission of the second draft Partnership Agreement and Technical Specifications to Qualified Respondents	November 17, 2006



Submission of Qualified Respondents' comments on the second draft Partnership Agreement and Technical Specifications	November 30, 2006
Submission of the revised and final version of the Partnership Agreement and Technical Specifications to Qualified Respondents	January 8, 2007
End of the question period for Qualified Respondents	February 7, 2007 (3:00 p.m. Montréal time)
Deadline for submitting Proposals	March 30, 2007 (3:00 p.m. Montréal time)
Announcement of the selection of the Preferred Proponent for the Partnership Agreement	Week of June 25, 2007
Partnership Agreement Signing and Financial Closing	September 21, 2007
Foreseen start of operations	2011

We would like to thank the Qualified Respondents for their interest in this important project.

Denys Jean
Deputy Minister
Ministère des Transports du Québec



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VOLUME 2

Revised and final version of the Partnership Agreement, including the Technical Specifications



GLOSSARY

- Activities :** All activities of the Private Partner or any of its representatives, agents, employees, suppliers, contractors, or sub-contractors in the course of performing the Private Partner's obligations under the Partnership Agreement
- Allowance :** A lump sum contribution of \$500,000 toward charges, expenses, losses of opportunity, or any other direct or indirect costs related in any way to the RFQ, the RFP, the Consultation and Selection Process, the Submission Agreement, and the development, submission, study, evaluation, and acceptance or rejection of a Proposal that a Qualified Respondent might be entitled to receive from the Minister in accordance with and subject to the terms and conditions of the Submission Agreement
- BAPE :** The Bureau d'audiences publiques sur l'environnement
- Benchmark Interest Rate :** The benchmark rate for Loans used by a Qualified Respondent in developing its financial proposal. It must represent an interest rate for risk-free financing in Canada, such as the banker's acceptance rate, prime rate, Canadian LIBOR, Government of Canada borrowing rate, etc., for a specified term. The Benchmark Interest Rate must be expressed as a percentage to two decimal places. It must be independently verifiable, preferably via a Bloomberg terminal
- CAC :** A certificate of authorization to be issued for the Project pursuant to Section 22 of the *Environment Quality Act* (R.S.Q., c. Q-2)
- CAR :** The certificate of authorization issued for the Project on December 14, 2005 pursuant to Section 31.5 of the *Environment Quality Act* (R.S.Q., c. Q-2)
- CEAA :** The *Canadian Environmental Assessment Act*, SC 1992, c. 37



- Claims :** Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity or lost revenues), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown
- Compliant Proposal :** Any Proposal that (i) meets the eligibility requirements specified in **Section 6.3.1**, (ii) in the reasonable opinion of the Selection Committee, meets or surpasses all of the mandatory requirements for a Proposal specified in this RFP, (iii) meets the requirements of the RFP sufficiently and in such a manner that the Proposal would be considered to be complete, competitive, and submitted in good faith by a Qualified Respondent who intends to fulfill all the requirements of this RFP; and (iv) in the reasonable opinion of the Selection Committee, is sufficiently detailed and complete that, if the Selection Committee decides that the Proposal is compliant, it believes that the Financial Closing based on that Proposal could occur within the timeframe specified in the RFP
- Consortium :** A group of two or more enterprises formed to submit a Proposal, and if applicable, to carry out the Partnership
- Consultation and Selection Process :** A process that includes this RFP, consultation with Qualified Respondents, attendance at information sessions and discussion workshops, issuance of a draft or revised and final version of the Partnership Agreement, receipt and consideration of comments from Qualified Respondents and information provided in response to a request from the Minister, evaluation of the Proposals submitted in response to this RFP, the selection of a Preferred Proponent, preparation, negotiation, acceptance, or rejection of any Proposal, amendment, cancellation, interruption, or termination of the RFP, Project, or Partnership, and execution of the Partnership Agreement
- Electronic Toll System Substantial Completion Date :** The date on which the certificate of substantial completion of the electronic toll system (as defined in Schedule 1 of the Partnership Agreement) is issued by the Independent Engineer.



Equity :	An interest representing a right of ownership in the Private Partner's net assets. This includes amounts invested upon the incorporation of the Private Partner, or subsequently during the life of the Partnership
Equity Internal Rate of Return :	Projected blended rate of return of the Equity in the Private Partner, including the subordinate debt. This rate is nominal and takes into account the income tax of the Private Partner
Final Compensation :	A lump sum contribution of \$1,000,000 toward charges, expenses, losses of opportunity, or any other direct or indirect costs related in any way to the RFQ, the RFP, the Consultation and Selection Process, the Submission Agreement, and the development, submission, study, evaluation, and acceptance or rejection of a Proposal that a Qualified Respondent might be entitled to receive from the Minister in accordance with and subject to the terms and conditions of the Submission Agreement
Final Completion Date :	The date on which the certificate of final completion (as defined in Schedule 1 of the Partnership Agreement) of the work, excluding the electronic toll system, is issued by the Independent Engineer
Financial Closing :	The date on which the Initial Financing agreements and Partnership Agreement are signed, and on which the use of the funds may begin
Financing Instruments :	Any contract that creates a financial liability or equity instrument
FOC :	Fisheries and Oceans Canada
Government :	The Government of Québec
Independent Engineer :	The individual or legal person designated as such in accordance with the Independent Engineer's contract and the Partnership Agreement



Initial Financing : Financing put into place by the Private Partner at the time of the Financial Closing, which is sufficient for at least carrying out all of the design and construction work specified in **Sections 2.2.1, 2.2.2, and 2.2.7**, and to obtain confirmation of substantial completion pursuant to the conditions set forth in the Partnership Agreement

Key Individual : An individual who holds one of the following positions for a Qualified Respondent:

- project director;
- assistant project director;
- person in charge of structure design;
- person in charge of road design;
- person in charge of construction;
- person in charge of operations and maintenance;
- person in charge of design, construction, and operation of the electronic toll system;
- person in charge of structuring the financing; and
- any other individual designated as Key Individual by a Qualified Respondent



Lenders : Some or all of the individuals or legal persons who are participating or committed to participating in financing the Private Partner's Activities, whether in the form of equity, loans, or other financing instruments

With respect to equity, Lenders include :

- Investors who invest their own funds or funds under management;
- A firm underwriter, acting alone or as a syndicate representative, that underwrites an equity offering and assumes responsibility for its distribution to investors, subject to the terms of a firm underwriting agreement

With respect to loans and other financing instruments, Lenders include :

- A bank or bank syndicate;
- Investors who purchase or agree to purchase debt securities with their own funds or funds under management;

A firm underwriter, acting alone or as a syndicate representative, that underwrites a debt securities issue and assumes responsibility for its distribution to investors, subject to the terms of a firm underwriting agreement

Loan : A contract for valuable consideration, under which the Private Partner obtains funds from a Lender or permission to use movable assets loaned or temporarily provided by the latter. This includes all borrowings, whether in the form of a bank loan, bonds etc.

Maintenance, Operation, and Rehabilitation (OMR) : All of the Private Partner's Activities as described in Part 8 of Schedule 5 of the Partnership Agreement, including the corrective maintenance works and the current maintenance works (as defined in Schedule 1 of the Partnership Agreement)

MDDEP : The ministère du Développement durable, de l'Environnement et des Parcs du Québec or any other department called upon to perform similar duties



Member :	An enterprise that is part of a Qualified Respondent on an exclusive basis and that will invest equity in the Private Partner
Minister :	The Québec Minister of Transport
Minister's Representative :	Mr. Richard Deslauriers is the Minister's designated representative
Ministère :	The Ministère des Transports du Québec
Notice of selection of the Preferred Proponent :	The Minister's notice sent to each Qualified Respondent following the selection of the Preferred Proponent and the reception by the Minister of the security deposit corresponding to the amount set forth in Section 4.1.11
Participant :	<p>An enterprise that is part of a Qualified Respondent on an exclusive basis and that will not invest equity in the Private Partner, but that will be responsible on behalf of a Qualified Respondent for at least one of the following elements:</p> <ul style="list-style-type: none">• 25% of the Partnership's design work;• 10% of the Partnership's construction work;• 25% of the Partnership's operations and maintenance activities
Partnership :	Design, construction, financing, operation, and maintenance of a portion of the completion of Autoroute 25 by the Private Partner (including the expressways, bridge, and electronic toll system), with a toll charged to Users a toll in accordance with the conditions of the Partnership Agreement
Partnership Agreement :	Agreement to be entered into between the Québec Minister of Transport and the Private Partner with respect to the Partnership
PPP :	Public-private partnership



PPPQ :	Partenariats public-privé Québec
Preferred Proponent :	Qualified Respondent selected pursuant to this RFP for the purpose of entering into the Partnership Agreement
Private Partner :	An enterprise or Consortium that, further to this RFP and the final selection, enters into the Partnership Agreement with the Minister
Project :	The completion of Autoroute 25 in the Montréal area, a portion of which will be carried out by the Private Partner as part of the Partnership, and the other portion of which will be carried out by the Ministère under a traditional approach, as described in Section 2.1
Proposal :	A Proposal submitted by a Qualified Respondent in response to this RFP, and containing both a technical and financial proposal
Proposal Deadline :	Deadline for Qualified Respondents to submit their Proposals, namely March 30, 2007 or any other date specified by the Minister by way of addenda
Qualified Respondent :	An enterprise or consortium that qualified as a result of the RFQ
Qualified Respondent's Collaborator :	The Qualified Respondent, a Member or Participant of the Qualified Respondent, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Qualified Respondent's Key Individuals
RFP :	This Request for Proposals, including all volumes, appendices, and addenda thereto
RFQ :	The Request for Qualifications for the Partnership, which was issued in connection with the Project on December 22, 2005, as amended by addenda
SAAQ :	The Société de l'assurance automobile du Québec



Security Deposit :	The financial guarantee that a Qualified Respondent must provide, in the form of one or more irrevocable Letters of Credit as found in Appendix 1-7 and the amounts and conditions specified in Sections 4.1.11 and 5.2
Selection Committee :	The Selection Committee and committees formed by the Minister for the purpose of analyzing and evaluating the Proposals
Selection Process Auditor :	André Dumais, P.Eng., is the Selection Process Auditor appointed by the Government
Submission Agreement :	An agreement between the Minister and a Qualified Respondent that is signed before the Qualified Respondent can access the electronic data room or download the Partnership Agreement and Technical Specifications, as modified by the amendment no. 1 dated October 6, 2006. The Submission Agreement is found in Appendix 1-1
Substantial Completion Date :	The date on which the certificate of substantial completion (as defined in Schedule 1 of the Partnership Agreement) of the work, excluding the electronic toll system, is issued by the Independent Engineer
Technical Specifications :	All of the features and requirements specified in Schedule 5 of the Partnership Agreement (previously in Volume 3)
Tolling Commencement Date :	The later of the two following dates: <ul style="list-style-type: none">▪ The Substantial Completion Date; or▪ The Electronic Toll System Substantial Completion Date
Users :	All individuals who cross the bridge that spans the Rivière-des-Prairies in a road vehicle



INTERPRETATION

All references to the RFP or Partnership Agreement are to the most recent version, as amended by addenda, that is accessible to Qualified Respondents in accordance with the RFP.

References to an act, a provision of an act, or a regulation includes the act, the provision of an act, or a regulation that amends, extends, consolidates, or replaces the act, the provision, or the regulation that was amended, extended, consolidated, or replaced by said act, provision, or regulation, including any order issued, regulation or code of conduct established, legislation enacted, or ordinance issued, or any other subordinate legislative measure instituted pursuant to the relevant act or regulation.

All references to a section, clause, paragraph, or volume of the RFP include the entire section, clause, paragraph, or volume of the RFP, and all references to the number of a section, clause, paragraph, or volume of the RFP include the entire section, clause, paragraph, or volume of the RFP, as applicable, bearing that number, including all ancillary provisions with the same number.

The words “includes”, “and including”, and any other word or phrase with a similar meaning do not introduce limitative listings; they must be interpreted as though the expression “among other things” or the word “in particular” had been used.

All sums of money stated in this RFP are expressed in legal tender of Canada, unless explicitly stated otherwise.

Unless stated otherwise, references to the discretionary powers of the Minister or Government are to be construed as the exclusive and absolute discretionary power of the Minister or Government, whichever applies.

The words “hereto”, “hereunder”, “herein”, and similar words or phrases refer to this entire RFP rather than to a specific clause, section, subsection, or other subdivision of this RFP, unless stated otherwise.

All of the appendices and volumes of this RFP constitute an integral part thereof.



1. INTRODUCTION

1.1 Project summary

The completion of Autoroute 25 primarily involves building a 7.2 km toll highway between Henri-Bourassa Boulevard in Montréal and Autoroute 440 in Laval, including a 1.2 km bridge, which is the most significant component of the Project. The entire right-of-way required to carry out the Project will be made available to the Private Partner.

The Project forms part of the mobility management plan for the Montréal metropolitan area, which was published in April 2000.

The municipal authorities of Laval declared the Project compliant with the objectives of Laval's land use plan. On November 29, 2006, the Government adopted the Order-in-Council No. 1092-2006 modifying the land use plan in force on the island of Montreal, rendering the Project compliant with the objectives of the plan.

Project background

Planning for Autoroute 25 dates back to the early 1970s, in the context of planning and developing major highway infrastructure to serve the metropolitan area and to improve connections with surrounding regions. The purpose of Autoroute 25 was and remains to provide a swift and efficient link between the eastern metropolitan area (Montréal and Laval) and the Lanaudière region. The table below summarizes the main stages of Autoroute 25 construction to date.

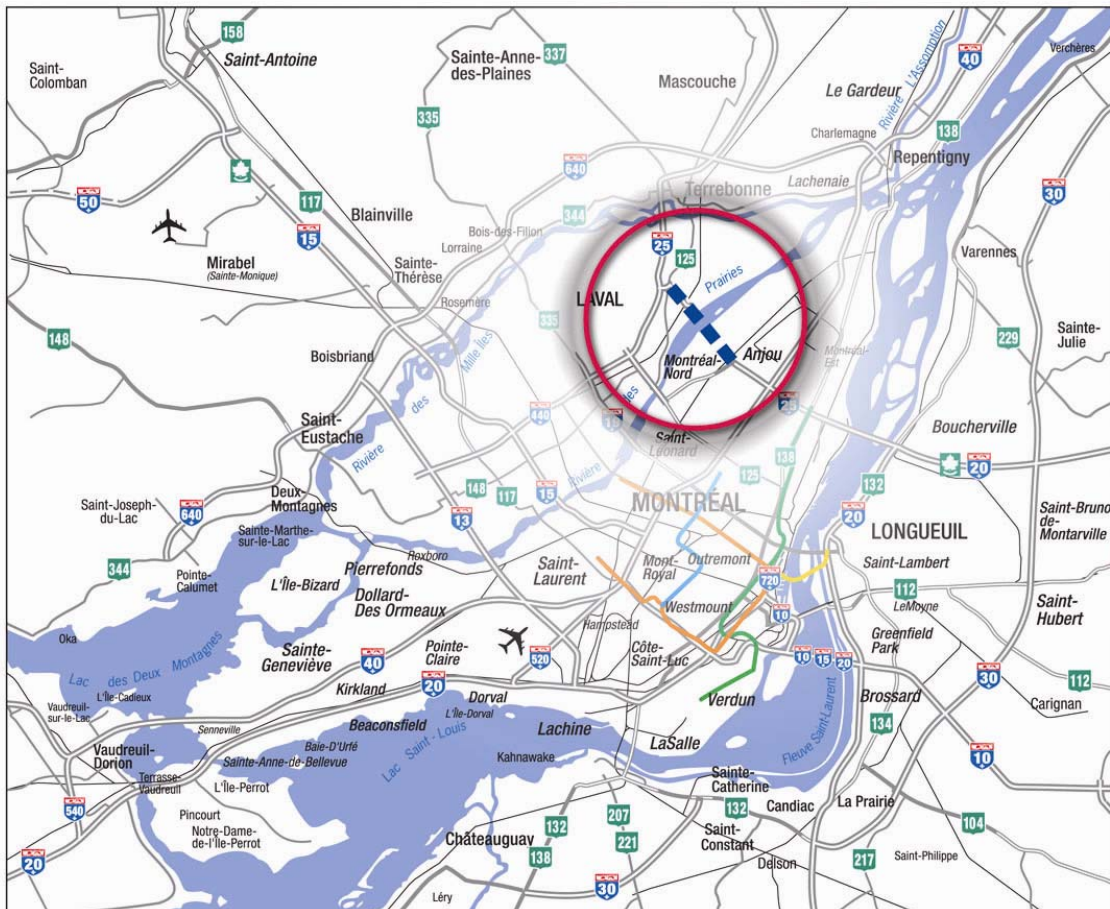
Year opened	Section of Autoroute 25
1967	Louis-Hippolyte-La Fontaine Bridge-Tunnel, including the connection to A-40
1971	A-440 to Route 125, Ruisseau-Saint-Jean Road (Laval-Saint-Roch-Ouest)
1999	Highway 125 to Montcalm Street (Saint-Roch-Ouest-Saint-Esprit)
2000	A-40 to Henri-Bourassa Boulevard (Montréal)

The completion of Autoroute 25 between Montréal and Laval is considered to be a major project because of both the strong economic growth that has taken place in Laval, the Laurentides and Lanaudière regions, and the Anjou/Mercier economic pole from 1985 to 2005 as well as the importance of the Port of Montreal to the fabric of the metropolitan economy.

Project site

The Project site is in the northeast section of the Montréal metropolitan area. **Figure 1** below shows the location of the 7.2 km Project, part of which will be carried out by the Private Partner through the Partnership covered by this RFP.

Figure 1





1.2 Project objectives

The Ministère's main objectives with respect to the Project are to:

- decrease daily travel time for Users;
- reduce maintenance and operating costs of Users' vehicles as a result of shorter trips in terms of both distance and time;
- reduce pollution caused by vehicles;
- support the economic development of the eastern sections of Montréal and Laval;
- maximize the economic benefits for Québec from the construction and operational expenditures for this new road infrastructure.

These objectives should lead to:

- improved traffic conditions on other major highways and local roads linking Montréal and Laval (Autoroutes 13, 15, and 19, and Routes 117, 125, and 335) as well as to the north-east (Autoroute 40 and Route 138);
- more efficient local road infrastructures;
- a direct and efficient physical link in the eastern metropolitan area between the Montérégie, the northern ring, Laval, Montréal, and the South Shore;
- optimal use of Henri-Bourassa Boulevard in conjunction with Autoroute 40;
- less traffic along Autoroute 40 between Autoroute 25 and 15;
- improved conditions for public transportation between Montréal and the northern ring due to a new, free-flowing route.

Desired results

The Ministère is undertaking the Project in order to achieve the following results:

- Establish a direct physical link in the eastern metropolitan area between the northern ring, Laval, Montréal, and the South Shore;
- Allow at least 2,500 vehicles per hour at rush hour¹, to travel between Montréal and Laval;

¹ Rush hour extends from 6 to 9 a.m. and 3:30 to 6:30 p.m. on business days, Monday to Friday.



- Eliminate detours;
- Improve the average travel time along all main alternative routes, namely the Pie-IX, Papineau, and Charles-De Gaulle bridges, compared to the situation that would exist if the Project were not carried out;
- Ensure a level of service, even during rush hour², below traffic congestion levels;
- Improve service conditions for public transportation between Montréal and the northern ring;
- Increase comfort and safety for road users.

The Ministère has considered various layouts that would achieve the results sought for the Project. The layout that best matched the results sought while minimizing costs was studied in greater detail and was used in the environmental approval process. The approach that a Qualified Respondent takes in its technical proposal may differ from the concept developed by the Ministère, but it must adhere to the Technical Specifications set forth in Schedule 5 of the Partnership Agreement.

1.3 Purpose of the RFP

The purpose of this RFP is to invite Qualified Respondents to submit Proposals with the intent to enter into the Partnership Agreement. Qualified Respondents will be given an opportunity to ask questions and to submit comments and suggest changes to the draft Partnership Agreement (including the Technical Specifications) prior to submitting their Proposals, in accordance with the procedure described in **Section 4.4** below. Qualified Respondents will also be invited to participate in workshops, thereby creating discussion forums to acquire a better understanding of the Project, the Partnership, and the requirements of this RFP, while apprising the Minister of their concerns. These discussions are a key component of the Consultation and Selection Process, which is designed to:

- quickly identify issues and solve them;
- make room for innovation by discussing innovative solutions or concepts proposed by Qualified Respondents;
- give Qualified Respondents and their Lenders an opportunity to comment on the draft Partnership Agreement prior to submitting their Proposals; and
- help each Qualified Respondent to submit a quality Proposal that meets all of the eligibility and compliance requirements.

² Rush hour extends from 6:00 to 9:00 a.m., and from 3:30 p.m. to 6:30 p.m. on business days, Monday to Friday.



Proposals from Qualified Respondents will be evaluated on the basis of the criteria specified in **Section 6.3**. The Selection Committee wishes to choose the Qualified Respondent that submits a Compliant Proposal with the lowest cost, as expressed by the present value of the proposed availability payments.

Once the evaluation of the Proposals is completed, the final stages leading to the Financial Closing involve obtaining the required Government approval for executing the Partnership Agreement, as described in **Section 4.1.12**, to publicly announce the name of the Preferred Proponent and to finalize the transaction, which involves finalizing the legal documentation that gives effect to the Partnership Agreement and the Initial Financing agreements.

1.4 Project team

The Minister has appointed a project director who has been mandated to oversee all of the work required to carry out the Project.

The project director is assisted by the Bureau de la mise en œuvre du partenariat public-privé, an administrative unit of the Ministère that coordinates activities related to engineering, financing, traffic and revenues, Selection Process, legal affairs, communications, and the environment.

Moreover, the PPPQ, in collaboration with the Ministère, manages the PPP process by providing advice and contributing its expertise.



The Government has also retained the services of various expert advisors in order to assist with the implementation of the Partnership. These advisors are:

- Conflict of interest arbitrator: M^{re} Michel A. Goulet
- Legal counsel: M^{re} Natalie Mills
- Traffic and revenue advisors: PB Consult Inc.; Groupe conseil Loctrans Inc.; Travol; HBA Specto Inc.; ADEC-Géocom; Inro Solutions Inc. ; LOGMA S.A.
- Bonding, insurance, and risk-management advisor: Lowndes Lambert Group
- Finance and selection process advisor: PricewaterhouseCoopers LLP and its sub-contractor, Casgrain & Compagnie Limitée
- Engineering advisors: The CIMA+/BPR consortium and their sub-contractors: Daniel Arbour & Associés s.e.n.c.; SETEC TPI, France; Michel Virlogeux, Ingénieur Consultant, Concepteur – Ouvrages d’art; Le Groupe-Conseil LaSalle Inc.; Excotech Inc.; Donald Carter, Consultant; Bruno Massicotte, P.Eng., Ph.D., École polytechnique de Montréal. Groupe-conseil Roche Itée
- PPP advisors: Partnerships B.C.; A.H.B. 2000 Inc., VYM Consultants Inc.
- Legal advisors: Fasken Martineau DuMoulin LLP.
- Selection Process Auditor³: André Dumais, P.Eng.⁴

As stated in **Section 8.5**, none of the advisors, persons or companies related to them may work for a Qualified Respondent in connection with the Partnership, nor assist with submitting their

³ KPMG LLP served as process audit advisors until the appointment of a Selection Process Auditor; therefore Sections 1.4 and 8.5 apply to KPMG LLP.

⁴ M^{re} Marc-André Patoine served as Selection Process Auditor until the appointment of Mr. André Dumais, P.Eng.; therefore Sections 1.4 and 8.5 apply to M^{re} Patoine.



Proposal or any other subsequent stage of the Consultation and Selection Process. Any violation of these conditions will result in the disqualification of the Qualified Respondent.

Any other person or enterprise that has a contract with the Minister or Government to work on the Partnership is also ineligible, unless specifically exempted by the Minister. The Minister will inform Qualified Respondents, by way of addenda, of any contracts signed with such persons or enterprises.

1.5 Oversight of the process

An independent Selection Process Auditor has been retained by the Government. Generally speaking, the Selection Process Auditor's mandate is to reassure both the government authorities and the Qualified Respondents that the process for selecting the Private Partner selection is fair and transparent. To that end, he will observe the Selection Process's progress and provide an independent opinion, stating whether the process is unfolding fairly and transparently in light of the evaluation and selection requirements set out in the RFP documents.

1.6 Structure of the RFP

The RFP consists of two volumes and their respective appendices:

- **Volume 1** describes the Project and the Partnership (Section 2), the environmental requirements, permits, and other approvals (Section 3), the Consultation and Selection Process (Section 4), the contents of the Proposal (Section 5), the evaluation of the Proposal (Section 6), the instructions for Qualified Respondents (Section 7), and general considerations (Section 8).
- Volume 2 contains the revised and final version of the Partnership Agreement, including the Technical Specifications for the design, construction, operation, maintenance, rehabilitation and end-of-term (Schedule 5).



2. THE PARTNERSHIP

2.1 The Project and the Partnership

The Project involves completing the construction of Autoroute 25 on a 7.2 kilometres stretch between the Henri-Bourassa Boulevard interchange in Montréal and the A-440/A-25/Marcel-Villeneuve Avenue/Montée Masson interchange in Laval.

The highway:

The highway must have four (4) express lanes over two (2) separate roadways as well as interchanges and overpasses. The Project must incorporate preferential measures for public transit through the development of reserved bus lanes in Laval and in Montréal.

The bridge:

The bridge across Rivière-des-Prairies must have six (6) express lanes and a multipurpose path to permit the unimpeded crossing of pedestrians and cyclists between April 15th and November 15th. The bridge must have the following characteristics:

- A 2.5-metre right shoulder and a 0.5-metre left shoulder in each direction.
- No more than nine (9) piers are allowed in Rivière-des-Prairies, and none in the sturgeon pool.
- If the bridge across the Rivière-des-Prairies is designed as separate structures for each direction, the distance between them must be at least three (3) metres.
- The clearance under the girders of the main span must be at least 19.25 metres above the average sea level for a distance of 30.5 metres.
- If the bridge across the Rivière-des-Prairies is cable-stayed, the height of each mast must be limited to a geodesic altitude of 70 metres.
- The multipurpose path must be three (3) metres in width, integrated into the deck and separated from the traffic lanes. In addition, it must be connected to the existing network of cycle paths on each side of the Rivière-des-Prairies, that is to say with the Gouin Boulevard in Montreal and on Lévesque Boulevard in Laval.



The Project:

The Project is divided into seven components, as listed below.

1. Structures designed, built, operated, maintained, and rehabilitated by the Private Partner;
2. Structures designed and built by the Private Partner, with no OMR by the Private Partner;
3. Structures designed and built by the Minister, with OMR by the Private Partner;
4. Structures built by the Minister, with the Private Partner responsible for their dismantling after the Partnership commences operations;
5. Structures designed and built by the Minister, with no OMR by the Private Partner;
6. Structures set up by the CN;
7. Electronic toll system.

The Partnership:

The Partnership encompasses all of the above components with the exception of number 6.

2.2 Description of the Project components

In some places, this description of the Project components uses letter labels (e.g.: ramp X). These references are to the detailed drawings, which clearly indicate both the location and planned geometric shape of each of these structures, with the exception of the electronic toll system. The drawings can be found in the electronic data room (under the tab 7.04).

The concept for the Partnership that a Qualified Respondent proposes in their technical proposal may differ from the one that has been developed by the Ministère and that is illustrated in the detailed drawings. However, the Qualified Respondent's technical Proposal must comply with the Technical Specifications that are contained in Schedule 5 of the Partnership Agreement.

Interactions with third parties are described in more detail in the Partnership Agreement.



2.2.1 Structures built, operated, maintained, and rehabilitated by the Private Partner⁵

- All express lanes of Autoroute 25, including the bridge across the Rivière-des-Prairies, from a point situated approximately 250 metres north of Larrey Street in Montréal to existing Autoroute 440-25 in Laval;
- The main bridge across the Rivière-des-Prairies;
 - ✓ The main spans across the sturgeon pool;
 - ✓ The south approach spans adjacent to the main spans;
 - ✓ The Gouin Boulevard overpass on the Montréal side;
 - ✓ The Lévesque Boulevard overpass on the Laval side;
 - ✓ Multipurpose path.

Structures on the Montréal side:

- Entrance ramps E and G, from the east service road to Autoroute 25 North;
- Exit ramps F and H, from Autoroute 25 South to the west service road;
- The following overpasses:
 - ✓ Henri-Bourassa Boulevard, spanning Autoroute 25;
 - ✓ Maurice-Duplessis Boulevard, spanning Autoroute 25;
 - ✓ Perras Boulevard, spanning Autoroute 25.

Maintenance of these overpasses does not include winter maintenance, general pavement and sidewalk cleaning, or lighting maintenance.

⁵ The terminology used in Partnership Agreement is: “DBOMR Works”



Structures on the Laval side:

- Ramp M, from Autoroute 25 North to Autoroute 440 West;
- Ramp N, from Autoroute 440 East to Autoroute 25 South;
- Entrance ramp K, from Lévesque Boulevard to Autoroute 25 South;
- Exit ramp L, from Autoroute 25 South to Lévesque Boulevard;
- Entrance ramp I, from Roger Lortie Boulevard to Autoroute 25 North;
- Exit ramp J, from Autoroute 25 North to Roger Lortie Boulevard;
- The following overpasses:
 - ✓ Autoroute 25, spanning ramp M;
 - ✓ Autoroute 25, spanning the marsh;
 - ✓ Autoroute 25, spanning Montée Masson;
 - ✓ Autoroute 440 East, spanning ramp M;
 - ✓ Autoroute 440 East, spanning Autoroute 25;
 - ✓ Autoroute 440 West, spanning ramp M.

Maintenance of the latter three (3) overpasses does not include winter maintenance, general pavement and sidewalk cleaning, or lighting maintenance.

2.2.2 Structures designed and built by the Private Partner, with no OMR by the Private Partner⁶

Structures on the Montréal side:

- The east service road for Autoroute 25, including the bus lane between Larrey Street and Perras Boulevard. It is important to note that the service road between Larrey and Arthur Léveillé Street must be built, while the service road north of Arthur-Léveillé already exists, but requires work in order to be completed;

⁶ The terminology used in Partnership Agreement is: “Works Transferred to the Minister”



- The west service road for Autoroute 25, including the bus lane between Larrey Street and Maurice-Duplessis Boulevard;
- The connecting ramp for buses only, from the west service road to Henri-Bourassa Boulevard;
- Henri-Bourassa Boulevard on both sides of the Henri-Bourassa overpass, including connecting ramps A, B, C, and D between the east and west service roads of Autoroute 25 and Henri-Bourassa Boulevard;
- Maurice-Duplessis Boulevard on both sides of the Maurice-Duplessis overpass, between the east and west service roads for Autoroute 25 and Maurice-Duplessis Boulevard;
- Perras Boulevard on both sides of the Perras overpass between the east and west service roads for Autoroute 25 and Perras Boulevard;
- Required pumping station(s) to clear drain water from the service roads in Montreal.

Structures on the Laval side:

- Exit ramp R from, and entrance ramp S, to Autoroute 440 West;
- Entrance ramp Q, from Montée Masson to Autoroute 440 East;
- Relocation of the roadway of Autoroute 440 East for 1.8 km near the A-25/A440 interchange, including the Autoroute 440 East overpass that spans the street that connects Montée Masson to Rang du Bas-Saint-François;
- Reserved lane for buses from the Montée Masson to Autoroute 25 South, as well as the exit ramp L.
- Culvert number 102 and number 203 indicated in plan number TA-8401-154-88-0592-A and TA-8401-154-88-0592-C available in the electronic data room.



2.2.3 Structures built by the Minister, with OMR by the Private Partner⁷

- Entrance ramp P, from Montée Masson to ramp N (Autoroute 440 East to Autoroute 25 South);
- The Montée Masson overpass that spans ramps M (Autoroute 25 North to Autoroute 440 West) and N (Autoroute 440 East to Autoroute 25 South).

2.2.4 Structures built by the Minister, with the Private Partner responsible for their dismantling after the Partnership commences operations⁸

- The connection between Rang du Bas-Saint-François and Autoroute 440 West in Laval;
- The connection between the bus entrance ramp and Autoroute 440 East in Laval;
- The abandoned roadway of the existing Autoroute 440, including the structure that spans the road between Rang du Bas-Saint-François and Montée Masson in Laval;
- The connection between ramp P and Autoroute 440 East in Laval.

2.2.5 Structures built by the Minister, with no OMR by the Private Partner⁹

Structures on the Montréal side:

- Roger-Lortie Street, from Lévesque Boulevard to Montée Masson/Marcel-Villeneuve Boulevard;
- Redevelopment of Montée Masson/Marcel-Villeneuve Boulevard and a new access to the Polyvalente;
- The street from Montée Masson to Rang du Bas-Saint-François;
- Exit ramp O (Autoroute 440 East to Montée Masson);
- Redevelopment of Rang du Bas-Saint-François.

⁷ The terminology used in Partnership Agreement is: “Infrastructure Transferred to the Private Partner”

⁸ The terminology used in Partnership Agreement is: “Infrastructure to be Dismantled by the Private Partner”

⁹ The terminology used in Partnership Agreement is: “Infrastructure Built by the Minister”



2.2.6 Structures set up by the CN¹⁰

- The grade separation bridge of the Canadian National Railway Company (CN).

2.2.7 Electronic toll system

All activities related to the electronic toll system, including the tasks of setting and collecting the tolls, are the responsibility of the Private Partner.

2.2.8 Start of construction work by the Partnership

The Ministère plans to use a traditional approach for building the structures identified in **Sections 2.2.3, 2.2.4, and 2.2.5**. Upon signing of the Partnership Agreement, some of these structures will be finished, and some will be under construction. The Ministère undertakes to complete these structures by the following dates, at the latest:

- Structures built in Laval: July 31, 2008.
- CN overpass in Montréal: December 31, 2008.

The Private Partner must plan its work taking into account that it cannot begin, before the dates specified above, building any of the structures covered by the Partnership located in areas where the Ministère is undertaking construction work, as these areas are defined in the Partnership Agreement unless it obtains confirmation from the Commission de la santé et de la sécurité du travail that it is the principal contractor for the site.

¹⁰ The terminology used in Partnership Agreement is: "Infrastructure set up by the CN"



2.3 Responsibilities and risks transferred to the Private Partner

This Section details the Private Partner’s responsibilities with respect to the Project components.

Project component	Private Partner’s responsibilities (indicated by an X)					
	<i>Design</i>	<i>Construction</i>	<i>Financing</i>	<i>OMR</i>	<i>Dismantling</i>	<i>Hand-over to the Minister</i>
1. Structures designed, built, operated, maintained, and rehabilitated by the Private Partner	X	X	X	X		End of Partnership
2. Structures designed and built by the Private Partner, with no OMR by the Private Partner	X	X	X			Completion of the work
3. Structures designed and built by the Minister, with OMR by the Private Partner				X		End of Partnership
4. Structures designed and built by the Minister that the Private Partner is responsible for their dismantling after the Partnership commences operations					X	N/A
5. Structures designed and built by the Minister, with no OMR by the Private Partner (not part of the Partnership)						N/A
6. Structures set up by the CN						N/A
7. Electronic toll system	X	X	X	X		End of Partnership

2.3.1 Ownership

The Minister retains ownership of the right-of-way, and becomes owner of the structures designed and built by the Private Partner (including the electronic toll system) as they are



constructed. The Minister further enjoys the intellectual property rights to the systems required for toll operations and traffic maintenance, as described in the Partnership Agreement.

The boundaries of the right-of-way for design and construction and for OMR purposes are detailed in the Partnership Agreement. It is important to note that the right-of-way for OMR purposes is narrower than the one for design and construction purposes. The Private Partner may enter these right-of-ways and use them to the extent required to carry out and complete the Activities. The rights granted to the Private Partner are not exclusive.

2.3.2 Design and construction

The Private Partner's design and construction activities must comply with the Technical Specifications and standards set forth in the Partnership Agreement, as well as the requirements of the CAR and any other permit. Certain requirements concerning both quality and traffic management must also be met while the work is underway. Finally, as stated in the Partnership Agreement, the Private Partner must plan a Substantial Completion Date no later than four (4) years after the Financial Closing and the Final Completion Date must be no later than four and a half (4.5) years after the Financial Closing.

All cost overruns and delays in completing the work are the responsibility of the Private Partner.

2.3.3 Financing

The Private Partner is responsible for developing and implementing the financing structure for the Partnership. However, the Minister assumes the Benchmark Interest Rate fluctuation risk for a period beginning two weeks before the deadline for Proposals and ending at 11:00 a.m., Montréal time, the day of the Financial Closing (see **Section 7.10**).

2.3.4 OMR

OMR responsibilities primarily consist of operations (including operating the electronic toll system, collecting tolls, administration, signage, and monitoring the Private Partner's activities), maintenance (including snow removal, landscaping, inspections, and periodic repairs), and rehabilitation (including rehabilitation and major overhauls). The requirements for OMR activities are detailed in Schedule 5 of the Partnership Agreement.

The Private Partner must operate and maintain all road infrastructures in accordance with the *Highway Safety Code* (R.S.Q., c. C-24.2) and any other legislation applicable to public roads (including laws which may be enacted in the future).

The Private Partner may not offer any other services and collect no other revenues than tolls relative to the Partnership without prior consent from the Minister.



2.3.5 Hand-over of the structures

The Private Partner is responsible for handing over the structures to the Minister as specified in Schedule 5 of the Partnership Agreement. These structures are subject to an inspection and correction process in order to ensure that they are handed over in accordance with established terms and conditions.

2.3.6 Allocation of risks and responsibilities

The following table summarizes the allocation of some of the risks and responsibilities during the planned term of the Partnership. It is intended as a guide, and not as a comprehensive list of the risks and responsibilities. All of the Private Partner’s and Minister’s risks and responsibilities with respect to the Partnerships are set forth in Schedule 5 of the Partnership Agreement. This Partnership Agreement will be revised during the Consultation and Selection Process, in response to comments from Qualified Respondents, as described in **Section 4.4** below.

Principal risks and responsibilities	Risks and responsibilities assigned to:	
	Private Partner	Minister
Obtaining environmental permits and authorizations		
• CAR		✓
• CAC	✓	✓
• Required federal permits and authorizations	✓	✓
• Authorizations pursuant to An Act Respecting Land Use Planning and Development (R.S.Q., c. A-19.1)		✓
• Other licenses, authorizations, and road permits	✓	✓
Design and construction of the structures for which the Private Partner is responsible		
• Cost overruns	✓	
• Delays	✓	
• Moving public utilities	✓	✓
• Selecting the toll technology	✓	
• Principal contractor, as defined in the <i>Act Respecting Occupational Health and Safety</i> (R.S.Q., c. S-2.1)	✓	
• Contaminated soil – undocumented and in existence prior to execution of the Partnership Agreement		✓



Principal risks and responsibilities	Risks and responsibilities assigned to:	
	Private Partner	Minister
<ul style="list-style-type: none"> Contaminated soil – documented or resulting from construction and OMR of the structures for which the Private Partner is responsible 	✓	
<ul style="list-style-type: none"> Geotechnical risks 	✓	
<ul style="list-style-type: none"> Acquisition and ownership of the right-of-way 		✓
<ul style="list-style-type: none"> Obtaining temporary easements 	✓	
Financing and financial conditions		
<ul style="list-style-type: none"> Inflation risk during the construction and operation phases 	✓	
<ul style="list-style-type: none"> Benchmark Interest Rate fluctuation risk during the period beginning two weeks before the deadline for Proposals and ending at 11:00 a.m., Montréal time, the day of the Financial Closing 		✓
<ul style="list-style-type: none"> Interest rate fluctuation risk on or after the Financial Closing 	✓	
<ul style="list-style-type: none"> Sharing profits from refinancing 	✓	✓
OMR of the structures for which the Private Partner is responsible		
<ul style="list-style-type: none"> OMR of the structures for which the Private Partner is responsible and the electronic toll system 	✓	
<ul style="list-style-type: none"> Condition of assets upon hand-over to the Minister at the end of the Partnership 	✓	
Tolls		
<ul style="list-style-type: none"> Setting up the toll system 	✓	
<ul style="list-style-type: none"> Collecting tolls and accessory fees 	✓	✓
<ul style="list-style-type: none"> Toll revenue risk 	✓	✓

2.3.7 Term of the Partnership

The Partnership Agreement establishes the rights and obligations of both the Private Partner and the Minister. Its term is 35 years, including the design and construction phase, and begins at the Financial Closing.



2.4 Compensation of Private Partner

The Private Partner will be compensated for all risks and responsibilities assumed under the Partnership through a combination of the following payments:

- Construction payments;
- Availability payments;
- Remittances linked to toll revenues.

These payments are subject to deductions or holdbacks in the event of failure to abide by the Partnership Agreement. The Private Partner's compensation is summarized in this section, and is described in detail in Clause 30 and Schedule 7 of the Partnership Agreement.

2.4.1 Construction payments

Construction payments consist of multiple instalments totalling \$80 million (current dollars), payable during the construction phase upon the achievement of milestones.

The table below provides the total amounts allocated for each set of milestones, which may be subdivided into multiple milestones:

Sets of milestones	Payment amount (in millions of current dollars)
Main bridge – in-river piers	5
Main bridge – deck	15
Autoroute 25 roadway	10
Overpasses not transferred to the Minister	10
Structures to be handed over to the Minister ¹	35
Completion of the work – all deficiencies solved	5
Total	80

Note¹: See **Section 2.2.2** for a description of these structures

Each construction payment will be made to the Private Partner following receipt of the certification of completion of a milestone from the Independent Engineer.



The total construction payments paid to the Private Partner may not exceed, before the dates mentioned hereinafter, the following maximum cumulative amounts:

Period	Maximum cumulative payment (in millions of current dollars)
Up to March 31, 2008	5
Up to March 31, 2009	40
As of April 1, 2009	80

2.4.2 Availability payment

The availability payment is paid to the Private Partner on a monthly basis, as of the Substantial Completion Date of the works certified by the Independent Engineer.

Qualified Respondents must include in their Proposals the amount of the availability payment that they are requesting for each year of the Partnership, using the Price form in **Appendix 1-9**. For each year of the Partnership, they must ensure that the current-dollar amount of the Availability payment that they propose for a given year is not less than the proposed amount for the preceding year.

2.4.3 Remittances linked to toll revenues

Toll revenue from vehicles that use the bridge across the Rivière-des-Prairies will be collected by the Private Partner on behalf of the Minister, and will be remitted on a daily basis in a dedicated fund as of the Tolling Commencement Date, subject to the adjustments provided for in the Partnership Agreement.

In essence, the remittances linked to toll revenues are designed to guarantee a minimum revenue for the Private Partner if toll revenue falls short of the established threshold, while the highway lanes are open and the electronic toll system is reliable. This guarantee amounts to approximately 60% of the revenue estimated by PB Consult Inc., the Ministère's traffic and revenue advisor (study summarized in **Section 2.5.1**). The Private Partner assumes the primary responsibility for toll collection risk; however there is a risk sharing plan between the Minister and the Private Partner in the case where the toll collection system is deemed ineffective, as detailed in Schedule 19 of the Partnership Agreement.

Also with respect to the remittances linked to toll revenues, revenue in excess of the guarantee will be kept by the Private Partner, up to approximately 120% of the amount estimated by PB Consult Inc. in its traffic and revenue study (described in **Section 2.5.1**). Revenue beyond that threshold (approximately 120%) will be shared 50-50 by the Private Partner and the Minister.



2.4.4 Deductions and holdbacks for non-compliance of the requirements of the Partnership Agreement

The deductions and holdbacks are intended to encourage the Private Partner to:

- maximize traffic lane availability, particularly during rush hour;
- meet performance and safety requirements, such as driving comfort, maintenance, towing, and lighting;
- undertake OMR activities and respond to unexpected events quickly in order to minimize their impact on traffic, and thereby maximize toll revenue.

The main deductions or holdbacks contemplated in the Partnership Agreement for failure to meet requirements are as follows:

Non-availability deductions

The Private Partner will be assessed closure deductions for situations that hinder the availability of traffic lanes due to the actions or omissions of the Private Partner. These deductions are essentially calculated on the following basis:

- Duration of the non-availability;
- Time of day of the non-availability;
- Number of lanes unavailable;
- Direction (north or south) of the unavailable lanes.

For each payment period, the non-availability deductions must not exceed the availability payment.

Non-performance deductions

The Private Partner will be assessed non-performance deductions for failure to meet the performance standards set out in Schedule 5 of the Partnership Agreement. These deductions are calculated on the basis of the number of non-performance points accumulated per day. Non-performance points apply after the response time permitted for remedying the non-performance elapses. Non-performance points vary with the nature of the non-performance.

For each payment period, the non-performance deductions must not exceed approximately \$650,000 (expressed in July 2006 dollars) per month.



Holdback for end-of-term requirements

In the final three years of the Partnership Agreement, the Minister may reduce the payments that are otherwise due to the Private Partner to the extent that the end-of-term requirements related to the condition of the structures are not met.

These holdbacks are possible if the inspections provided for in the Partnership Agreement indicate that work is necessary in order to meet the established conditions. An independent third party will determine the estimated cost of the work to be done, if applicable, and that amount will be withheld. These holdbacks will be paid to the Private Partner once it has completed the work and following the reception of a certificate of completion issued by an independent engineer.

At his option, the Private Partner can choose to replace the holdback for end of term requirements by an irrevocable letter of credit, as indicated in the Partnership Agreement.

2.5 Tolls

The Partnership calls for charging a toll for the use of the bridge across the Rivière-des-Prairies.

2.5.1 Traffic and revenue study

A study was commissioned by the Minister to estimate traffic and the toll revenue that might be generated from the use of the bridge. The study, which was carried out between 2001 and 2005 by PB Consult Inc., the Minister traffic and revenue advisor, found that demand for the new Autoroute 25 is especially strong during peak periods, on business days. A sensitivity analysis of the demand in relation to toll rates found that, during the morning and evening peak periods, a toll of \$1.50 (in 2002 dollars) per private vehicle would make it possible to minimize congestion and maximize the flow of traffic using the bridge during those times. Outside of peak periods, traffic is not limited by capacity.

The traffic and revenue estimates with the preferred toll structure (described below) indicate that in 2014, when traffic is expected to stabilize following the start-up period, the average daily flow in the Project axis would be approximately 40,000 vehicles, which would produce approximately \$14 million (2002 dollars) in annual revenue.

The study on traffic and toll revenue, as well as the resulting estimates, are intended solely for information purposes. The study findings will be presented to Qualified Respondents at the general information session, and the methodology used for the study will be described during the topical information sessions. The complete study can be found in the electronic data room. The Minister disclaims all liability, and in no way guarantees the accuracy of the study. Qualified



Respondents are responsible for carrying out appropriate studies in order to estimate traffic and the ensuing toll revenue.

The following paragraphs summarize the traffic and revenue study.

Study methodology

The main elements of the methodology used to estimate traffic and potential toll revenue on Autoroute 25 can be summarized as follows:

- A review of the technical environment and modelling practices in the Ministère's transportation systems modelling department;
- Completion of a metropolitan-wide stated preference survey to estimate the value of the travel time of individuals and enterprises using the transportation network;
- Development of an innovative, sophisticated model, MoTLEC, whose main components are:
 - ✓ A tour-based mode and toll road choice model (nested logit);
 - ✓ A binary logit (toll/no toll) modal choice model for light commercial and heavy vehicles;
 - ✓ Factoring in total daily transport demand, broken down into AM peak period, daytime off-peak, PM peak period, and nighttime off-peak;
- Modelling and assessing the road design options that are under consideration in the Autoroute 25 corridor in order to identify the most promising configurations;
- A detailed analysis of the chosen configuration in order to determine the optimal toll strategy and to estimate traffic and the corresponding revenue over the term of the Partnership;
- A sensitivity analysis of the traffic and revenue estimates in relation to changes in the following variables:
 - ✓ Value of the time of the different groups of Users;
 - ✓ Region-wide transportation demand;
 - ✓ Duration of the ramp-up phase.

The study makes four important assumptions: i) the toll would be for the use of the bridge across the Rivière-des-Prairies, ii) the toll technology would be electronic, iii) the toll system would have only one detection gantry, located either on the bridge or in the immediate approaches, and iv) the system would go into service in 2010.



Main findings of the study

The findings obtained using this methodology are described below, by category.

Stated preference survey and value of travel time

- The travel time values obtained from analyzing the results of the stated preference survey, combined with those of the 1998 Origin-Destination Survey, made it possible to arrive at travel time values for individuals ranging between \$2.99 and \$10.64 per hour, based on various combinations of the following variables:
 - ✓ Main purpose for the tour;
 - ✓ Traveller's gender;
 - ✓ Traveller's income bracket;
 - ✓ Time of day when the travel occurred.
- The stated preference survey of businesses failed to produce a satisfactory value for truck travel time. However, the findings show that this group is not only sensitive to the toll, but also to variables such as the risk of delays and the type of infrastructure (highway or arterial system). In addition, the travel time values for trucks can be appropriately derived from recent data on trucking costs, namely \$29.00 per hour for regular trucks and \$31.70 an hour for heavy trucks.

Assessment of road design options

- The options studied fall into two categories: highway with three lanes per direction, and highway with two lanes per direction. The relative performance of both options is comparable in terms of traffic and revenue, with the three-lane option having a slight advantage over the two-lane option.
- An evaluation of the options revealed little interest in an urban boulevard option on Montréal Island, particularly because it would not produce enough time savings to warrant a toll.

Toll structure

- The preferred toll structure, based on a one-time charge at the bridge, is as follows:

	Period		
	<i>AM and PM peak period</i>	<i>Off-peak day</i>	<i>Off-peak night</i>
	<i>(in 2002 dollars)</i>		
Private vehicles	\$1.50	\$1.00	\$0.50
Regular trucks (2-4 axles)	\$3.00	\$2.00	\$1.00
Heavy trucks (more than 4 axles)	\$6.00	\$4.00	\$2.00



Traffic and revenue estimates

- The traffic estimates for the three horizons considered (2011, 2016, and 2021) are displayed in the following table.

Autoroute 25 bridge traffic for three horizons

Horizon	Direction S: south N: north	AM PEAK PERIOD						DAYTIME OFF-PEAK					
		Flow by category				Total period flow		Flow by category				Total period flow	
		Auto.	Comm.	Light	Heavy	Direction	Total	Auto.	Comm.	Light	Heavy	Direction	Total
2011	dir S	5,400	1,062	311	124	6,897	7,656	2,703	2,791	525	131	6,149	10,845
	dir N	407	221	125	7	759		1,750	2,260	524	162	4,696	
2016	dir S	5,319	513	111	154	6,967	7,657	2,470	3,093	616	178	6,357	11,169
	dir N	314	498	71	254	690		1,557	2,459	563	233	4,812	
2021	dir S	5,381	472	102	145	7,109	7,910	2,872	3,426	666	232	7,196	12,584
	dir N	394	482	72	227	801		1,941	2,562	593	292	5,388	
Horizon	Direction S: south N: north	PM PEAK PERIOD						NIGHTTIME OFF-PEAK					
		Flow by category				Total flow		Flow by category				Total flow	
		Auto.	Comm.	Light	Heavy	Direction	Total	Auto.	Comm.	Light	Heavy	Direction	Total
2011	dir S	717	552	158	4	1,431	9,322	2,608	1,244	199	133	4,184	10,559
	dir N	5,392	2,137	262	100	7,891		3,651	2,151	373	200	6,375	
2016	dir S	862	682	172	5	1,721	10,079	2,838	1,331	216	144	5,428	11,352
	dir N	5,794	2,193	264	108	8,359		3,643	2,442	414	325	6,824	
2021	dir S	929	748	183	5	1,865	10,066	2,922	1,407	235	152	4,716	11,624
	dir N	5,424	2,357	295	125	8,201		3,662	2,443	447	355	6,907	

- The ramp-up period would likely be three years.



- The toll revenue for the term of the Partnership would be as follows:

Summary of annual revenue over the 35-year term of the Partnership (in thousands of 2002 dollars)

Year	Revenue	Year	Revenue	Year	Revenue
1	6,613	11	14,786	21	15,800
2	10,709	12	14,936	22	15,875
3	12,733	13	15,049	23	15,912
4	13,706	14	15,161	24	15,950
5	13,865	15	15,274	25	15,987
6	14,025	16	15,387	26	16,025
7	14,185	17	15,499	27	16,063
8	14,335	18	15,574	28	16,063
9	14,485	19	15,649	29	16,063
10	14,636	20	15,725	30	16,063
				31	16,063

Sensitivity to demand

- The results of the simulation indicate that a $\pm 10\%$ variation in total regional demand would create a 20% variation range in total revenue. In absolute values, an increase in demand results in 2% more difference in revenue than a decline (+22% versus -20%).

Sensitivity to the value of time

- Among the four categories of vehicles studied, heavy truck revenue is the most volatile. A 20% increase in the travel time value of heavy trucks results in a 78% increase in revenue from that category, whereas a 50% increase results in a 318% revenue increase.
- Revenue from private vehicles is also very sensitive. With a 50% increase in the travel time value, the revenue from private vehicles would increase by 26%, while a 100% increase in time value would increase revenue by 40%.
- Traffic and revenue from the other two categories of vehicles (commercial light and regular trucks) are only marginally affected by an increase in their value of time.



Elasticity to tolls

- For 2021, the results of the calculations based on average daily traffic, all vehicle categories combined, produce a demand elasticity coefficient of -0.44. The elasticity coefficients for light commercial vehicles and regular trucks can be described as low to moderate, and those for private vehicles and heavy trucks are moderate to high, with the heavy truck category less sensitive to toll variations than private vehicles.

2.5.2 Toll framework

- The toll framework is detailed in Clause 29 of the Partnership Agreement. The framework is based on a lower and higher threshold (cap and floor), with minimum and maximum tolls during peak periods and off-peak periods set according to pre-defined rules. The Private Partner may, within this lower/higher threshold set toll rates at its discretion, within certain conditions.

The main components of the toll framework are summarized in this section.

Vehicle classification

For toll purposes, vehicles will be divided into four categories:

- Category 1: vehicles less than 230 cm in height, which includes most automobiles, motorcycles, minivans, and sports utility vehicles, as well as some light trucks.
- Category 2: vehicles 230 cm or more in height, which includes all other vehicles that are required to pay, such as some light trucks, heavy trucks, tractor-trailers, some recreational vehicles, as well as non-exempt buses and other heavy commercial vehicles.
- Category 3: vehicles exempt from the toll, equipped with transponders.
- Category 4: vehicles operated by or on behalf of the Private Partner, subject to being equipped with a transponder.
- Category 1 and 2 vehicles must pay a rate per axle.

Vehicles equipped with a transponder will have to be identified by their electronic signature as belonging to one of the above categories. The transponder will also transmit data concerning the number of axles in order to determine the toll payable by the user.

Vehicles without a transponder will have to be identified by a measure of the vehicle's height, and will have to pay based on the number of axles counted.



The electronic toll system will have to be capable of immediately reading the transponder and simultaneously measuring the vehicle's height and counting the number of axles.

Category 3 vehicles will be exempt from the toll if they are equipped with a transponder. They include:

- Buses operated by or for a public transportation organization;
- Vehicles operated by or for an organization transporting the mobility impaired;
- School buses;
- Taxis;
- Emergency vehicles.

Finally, exceptional convoys that have received permission from the Minister to use the main bridge may be subject to special rates, to be determined on a case-by-case basis.

Category 4 vehicles operated by or on behalf of the Private Partner performing OMR activities of the Partnership are exempt from tolls and administrative fees, subject to being equipped with a transponder.

Toll setting

Tolls for Category 1 and 2 vehicles

Determining the tolls is left to the discretion of the Private Partner, subject to the requirements described below.

The tolls for Category 1 and 2 vehicles will be calculated using the following equations:

$$\text{Category 1 toll} = (\text{number of axles}) \times (\text{Category 1 rate per axle})$$

$$\text{Category 2 toll} = (\text{number of axles}) \times (\text{Category 2 rate per axle})$$

The Category 2 rate cannot be more than twice the Category 1 rate per axle.

Off-peak tolls can never exceed peak period tolls. For purposes of the toll framework, peak periods (three consecutive hours) will be set by the Private Partner in accordance with terms in the Partnership Agreement.



Toll schedule

Tolls must be based on a predetermined timetable (as opposed to dynamic tolls), at the discretion of the Private Partner, but subject to the toll framework described in this Section.

Initial minimum and maximum tolls

Initial peak period toll

For the first 12 months following the Tolling Commencement Date, the initial peak period toll cannot be less than \$0.40 or more than \$1.20 per axle for Category 1 vehicles, expressed in dollars as at the Tolling Commencement Date. Peak period tolls set by the Private Partner may vary freely within those limits.

Initial off-peak toll

For the first 12 months following the Tolling Commencement Date, the initial off-peak toll cannot be less than \$0.30 or more than \$0.90 per axle for Category 1 vehicles, expressed in dollars as at the Tolling Commencement Date. Off-peak tolls set by the Private Partner may vary freely within those limits.

Free passage

During the 90 days following the Tolling Commencement Date, the Private Partner may offer at its own discretion toll-free use of the bridge.

Tolls in subsequent years

After the first 12 months following the Tolling Commencement Date, the minimum and maximum peak period and off-peak tolls will be adjusted annually according to the rate of inflation. Also, subject to achievement of the traffic volumes specified in the Partnership Agreement (under the gradual toll increase system) minimum and maximum peak period and off-peak tolls will increase more quickly than the rate of inflation (Clause 29 of the Partnership Agreement). Tolls set by the Private Partner may vary freely within the minimum and maximum rates.

However, if the toll revenue guarantee is in effect, the Private Partner's rights to determine peak period and off-peak tolls will be subject to additional restrictions, which are detailed in Clause 29 of the Partnership Agreement.



Administration fees and other charges

Transponder customer accounts

Whether the transponders will be sold, leased, or given to Users, and at all times or for a limited time only, will be left to the discretion of the Private Partner. However, the total of charges relating to a transponder billed to Users with a transponder and having an account in good standing cannot exceed \$30 per year or 2.50\$ per month, expressed in dollars as at the Tolling Commencement Date and afterwards adjusted for inflation.

Video-toll customer accounts

The Private Partner may, at its discretion, determine the charges billed to Users without a transponder who have an account in good standing. However, these charges cannot exceed \$30 per year or \$2.50 per month and \$3.00 per transaction (passage under electronic toll gantry), expressed in dollars as at the Tolling Commencement Date and afterwards adjusted for inflation. Nevertheless, it will be at the discretion of the Private Partner to offer such customer accounts without transponders.

Other fees and charges

Charges billed to Users without a transponder and who do not have an account in good standing cannot exceed \$5.00 per transaction, expressed in dollars as at the Tolling Commencement Date and afterwards adjusted for inflation.

No other administration charges or surcharges will be permitted.

In the event that more than one transponder, or that more than one road vehicle, are registered in a client account, the maximums fixed this section “Administration and other fees” shall be interpreted as applying per road vehicle.

2.5.3 Collection framework

An Act Respecting Transport Infrastructure Partnerships (R.S.Q., c. P-9.001) provides certain rules for determining the toll amounts and collection. In particular, it provides the Private Partner with the ability to establish, charge, and collect toll amounts with respect to any road vehicle or any category of vehicle on a road infrastructure designated by the Minister, subject to any standards that the Government establishes by regulation.



Statutory collection procedure

Pursuant to Sections 18 and following of this Act, the various steps that the Private Partner must follow in order to collect tolls from bridge Users whose vehicles are not equipped with a transponder, and who do not have an account with the Private Partner, are as follows:

1. The holder of an account or of the vehicle registration (hereinafter “the person”) is invoiced.
2. The Private Partner sends the first default notice for failure to pay a toll or administration fees if no payment is received within 30 days after the date on which payment is due (s. 18);
3. This default notice must meet the requirements specified in Section 18 of the Act;
4. If the person who owes the toll applies for cancellation of the default notice, the Private Partner has 30 days from receipt of the application for cancellation to respond, stating the grounds therefor, failing which the toll is deemed to be paid (s. 18);
5. If the Private Partner dismisses the application for cancellation, the person has 30 days following receipt of that decision to apply for a review by the individual designated by the Minister, who has 30 days to render a decision and inform the person thereof (s. 20 and 21);
6. If the application for review is dismissed, the person then has 30 days to contest the decision to the Administrative Tribunal of Québec (s. 21). The procedure and time limits applicable to this application are set forth in the laws and regulations applicable to the Administrative Tribunal of Québec;
7. At each stage of a decision (by the Private Partner or by the individual designated by the Minister), the person must be informed of his right to contest the decision, the time limits for doing so, and to whom the contest must be addressed (s. 18(1)(2) and 21(2));
8. The person who does not apply for cancellation of the default notice, or whose application for cancellation is dismissed, must comply with the notice within 30 days after the decision of the Private Partner, the individual designated by the Minister, or the Administrative Tribunal of Québec, as the case may be (s. 22);
9. If the person fails to pay within 30 days, as specified in step 8, the Private Partner, the individual designated by the Minister, or the Administrative Tribunal of Québec, as the case may be, may notify the SAAQ and request non-renewal of the right to drive the vehicle (s. 23);
10. The Private Partner must advise without delay the SAAQ when the payable amount has been paid and must send a copy of the notice to the person.

This summary of the main stages is presented for information purposes only.

The Partnership Agreement provides a risk sharing system related to the collection of tolls to partially compensate the Private Partner for the revenues that could not be collected. This



system will end once the new legislative provisions concerning the recovery process for bad claims is in place, similar to the system in use for the recovery of amounts owed for parking infractions in the municipalities.

Agreement with the SAAQ

Section 24 of *An Act Respecting Transport Infrastructure Partnerships* (R.S.Q., c. P-9.001) provides that the Private Partner must sign an agreement with the SAAQ in order to obtain personal information concerning the holder of the registration of a road vehicle registered in Québec. The Private Partner may not use nor convey the personal information obtained under the Partnership Agreement to anyone else except for the purposes of charging or collecting a toll, all conforming to the provisions of Article 17 of the *Loi concernant les partenariats en matière d'infrastructure de transport* (L.R.Q., chapter P-9.001).

The Ministère has initiated discussions with the SAAQ in order to map out the guidelines for the agreement that the Private Partner will eventually have to enter into with the SAAQ. The draft agreement resulting from these discussions is included in Section 4 of Schedule 16 of the Partnership Agreement. The amounts indicated therein are for information purposes only, and are subject to modification in keeping with changes that might occur in the legislative, regulatory, or technological environment. Paragraph 3.11 of the Partnership Agreement describes, notably, the consequences of not concluding an agreement with the SAAQ.

Agreement with the Canadian Council of Motor Transport Administrators (CCMTA)

The agreement to be entered into with the SAAQ only covers information concerning a vehicle registered in Québec.

The Private Partner may contact the CCMTA to enter into an agreement for obtaining personal information concerning the holder of the certificate of registration of a road vehicle registered elsewhere in Canada.

The CCMTA is a non-profit organization comprising representatives of the federal, provincial, and territorial governments in charge of administering, regulating, and controlling transportation by motor vehicle and road safety in Canada.

The CCMTA secretariat manages an electronic communication system known as the Inter-Provincial Record Exchange (IPRE), which is used by governments in the course of managing driver's licenses and vehicle registrations. The secretariat uses the system to provide access to the data to various organizations and corporations on behalf of the provinces and territories.

Pursuant to the agreement to be entered into, the CCMTA will obtain the information required by the Private Partner directly from the Canadian authorities concerned. The latter are not obliged



to cooperate. In the event of a refusal, the Private Partner will have to contact the province or territory directly.

For vehicles registered in the United States, the Private Partner must reach an agreement with each State.

2.6 Specific taxation framework for the Partnership

2.6.1 *Municipal Taxation*

The Private Partner shall have access to the rights-of-way for purposes of undertaking of the Partnership and as such, the Private Partner will not be subject to payment of property taxes under the *Act respecting municipal taxation* (R.S.Q., c. F-2.1). However, the Partnership Agreement also provides the possibility to obtain from the Minister authorizations allowing the Private Partner to occupy certain parts of the rights-of-way to build administrative facilities, hangars, parking lots or other immoveables necessary to the Activities. The Private Partner will be liable for any applicable property taxes with respect to portions of the rights-of-way or immoveables so occupied, under the Act respecting municipal taxation.

2.6.2 *GST-QST*

The Minister has presented to the Ministère a technical interpretation request in order notably to confirm the following matters related to the *Excise Tax Act* (R.S.C. (1985), c. E-15) and the *Act respecting the Québec sales Tax* (R.S.Q., c. T-0.1):

- the Private Partner shall be entitled to claim the aggregate of its input tax credits and its input tax rebates in relation to the total design and construction costs of the Partnership;
- all payments made by the Minister related to the operating and maintenance of the Partnership, including without limitation, the non-availability payment and the toll remittance, will constitute taxable supplies as defined in the Excise Tax Act (R.S.C. (1985), c. E-15) and the Act respecting the Québec sales Tax (R.S.Q., c. T-0.1);
- the Private Partner may recover all of its input tax credits and its input tax rebates on the costs relating to the maintenance and operating of the Partnership, as well as with respect to the electronic toll system.

The technical interpretation originating from the Ministère has been inserted in the Project's electronic data room on October 26, 2006. It shall then be incumbent upon the Private Partner to present, if it so desires, an advance ruling request in relation to the matters covered by the technical interpretation.



2.7 Specific legislative framework for the Partnership

The main legislation governing the development and formation of the Partnership is *An Act Respecting Transport Infrastructure Partnerships* (R.S.Q., c. P-9.001) and *An Act Respecting the Agence des partenariats public-privé du Québec* (R.S.Q., c. A-7.002). The adoption of legal and regulatory provisions to complete certain aspects of the existing legislative framework may come into effect. Furthermore, all laws and regulations in force in Québec will have to be respected.

On December 14, 2005 the Government adopted Order-in-Council No. 1245-2005, which authorizes the Minister to define the Project and proceed with the RFQ.

Subsequently, on June 28, 2006 the Government adopted Order-in-Council No. 659-2006 authorizing the Minister to proceed with the RFP, and to determine the criteria and procedure by which the Proposals submitted by the three Qualified Respondents will be evaluated. These criteria and procedures are described herein.

Once the Preferred Proponent has been selected at the end of the RFP process, and once the final details of the Partnership Agreement have been agreed upon, the Partnership Agreement will be submitted to the Government for final approval prior to its signature by the Minister.



3. ENVIRONMENTAL REQUIREMENTS

3.1 Environmental procedures and requirements

The Private Partner must comply with all environmental legislation and with all of the Private Partner's environmental obligations, as these terms are defined in Schedule 1 of the Partnership Agreement.

Without limiting the generality of the foregoing, the Private Partner must apply for, obtain, maintain in force, and renew all of the authorizations required for the Partnership that are the responsibility of the Private Partner, as specified in Part 4 of Schedule 5 and in Paragraph 3.5 of the Partnership Agreement. Subject to the Ministers' responsibilities with respect to the Partnership Agreement, the Private Partner must apply for, obtain, maintain in force, and renew the CACs, as described in this Section.

It is important to note that some of the Private Partner's environmental obligations are described in this section as examples, and not comprehensively.

3.2 The Government procedures and requirements

The Government environmental authorizations are issued by the ministère du Développement durable, de l'Environnement et des Parcs. Two types of authorizations are required: a CAR and a CAC.

The Government's environmental assessment procedure makes it possible to take into consideration, study, and interpret all factors that have an impact on ecosystems, resources, and the quality of life of individuals and communities. Informing and consulting the public, based on individual, group, and community values, plays a major role in the assessment procedure.

In keeping with the assessment and review process, the Ministère conducted an impact study of the Project. First, a BAPE commission was mandated to study and hold public hearings on the Project. Its work lasted four months, from May 16 to September 16, 2005. During that period, it organized public hearings in Montréal and Laval, portions of which were dedicated exclusively to hearing briefs and oral statements from individuals, municipalities, organizations, and groups who were interested in informing the commission of their views, as well as listening to the public's suggestions and opinions.



The BAPE then issued its findings and conclusions in a report that was delivered to the MDDEP. The Government issued a certificate of authorization to the Minister (the CAR) on December 14, 2005 pursuant to Order-in-Council No. 1243-2005, subject to certain conditions for undertaking the Project¹¹.

Although the Project has been authorized by the Government pursuant to Section 31.5 of the *Environment Quality Act* (L.R.Q., c. Q-2), and although the Ministre du Développement durable, de l'Environnement et des Parcs is bound by that decision, the Project is also subject to Section 22 of the Act, which prescribes the necessity of obtaining a certificate of authorization from the MDDEP (the CAC). The CAC will have to be obtained following submission of the drawings and specifications, including construction methods. Issuance of the CAC is contingent upon compliance with the conditions attached to the CAR and upon the Project complying with municipal by-laws. The time required to consider an application for a CAC is directly related to the complexity of the project. As a general rule, it takes approximately three months to process a normal application. All of the Private Partner's responsibilities with respect to applying the CAR and obtaining a CAC are specified in Part 4 of Schedule 5 of the Partnership Agreement.

Opposition from environmental groups

On March 31, 2006, the Conseil régional de l'environnement de Montréal, Équiterre, Greenpeace, and other persons asked Superior Court of Québec for a declaratory judgment and injunction against the Attorney-General of Québec, the Ministre du Développement durable, de l'Environnement et des Parcs, the Minister, the Chair of the Conseil du Trésor, the BAPE, PPPQ, and others with respect to the Project.

In their application, the plaintiffs cite failure to comply with the environmental impact assessment and review procedure. They ask the Court to declare Orders-in-Council No. 1243-2005 and 1245-2005, which were adopted by the Government on December 14, 2005, to be illegal and null and void.

The Attorney-General of Québec intends to contest the application vigorously, and to prove that the legislation applicable to the plan to complete Autoroute 25 in the Montréal metropolitan area has been obeyed, including the *Environment Quality Act*, and the Orders-in-Council were adopted in accordance with the law.

¹¹ Section 31.1 of the *Environment Quality Act* reads: "No person may undertake any construction, work, activity or operation, or carry out work according to a plan or programme, in the cases provided for by regulation of the Government without following the environmental impact assessment and review procedure and obtaining an authorization certificate from the Government."



Paragraph 10.4 of the Partnership Agreement discusses an indemnity in favour of the Private Partner where losses would be incurred in the case mentioned above.

3.3 Federal procedures and requirements

Construction of the bridge across the Rivière-des-Prairies is subject to the federal environmental assessment procedure called for in the *CEAA*. This procedure is mandatory when a project requires permission under federal legislation, as it is the case with the bridge. Authorization is necessary for the bridge under the *Fisheries Act* (L.R.C. (1985), c. F-14) and the *Navigable Waters Protection Act* (L.R.C (1985), c. N-22).

The Project was initially submitted to FOC in 2002, and again to the Canadian Environmental Assessment Agency and FOC in 2004. The latter conducted a preliminary study of the Project, and found that the proposed work would disrupt or destroy a fish habitat, and therefore, that it requires a federal authorization from FOC¹². This means that the project is subject to the environmental screening¹³ provided for by the *CEAA*, and the Private Partner will have to obtain an authorization from FOC for the deterioration of the fish habitat. Environment Canada's conditions with respect to protecting wetlands and threatened species are usually included in the FOC permit.

Federal officials are concerned with the impact of the Rivière-des-Prairies bridge on the fish habitat, water quality, migratory birds, endangered species, and navigation. The following subsections summarize these issues and the demands made by federal agencies concerned by the Project. Certain concerns are also stated in a memo written by FOC to the Ministère. This memo can be found in the Project's electronic data room.

3.3.1 General provisions – *CEEA*

The federal environmental assessment covers preparatory activities, construction, operation, maintenance, and site restoration, with a focus on the environmental impact of each phase of the Project on the worksite and within the area of influence. Reference is made here to the impact of the bridge across the Rivière-des-Prairies.

¹² Authorization is required under Subsection 35(2) of the *Fisheries Act* (L.R.C. (1985), c. F-14). The factors that would cause a deterioration to a fish habitat are encroachment on the river banks and bed, as well as the construction work, which would cause temporary encroachments on the river banks and bed.

¹³ According to Section 5 of the *CEAA*, an environmental assessment is required when FOC must grant a permit or authorization under Section 35(2) of the *Fisheries Act* (L.R.C. (1985), c. F-14).



3.3.2 FOC – Fisheries Act – Protection of fish habitats

- Project description – Drawings and specifications

With respect to the fish habitat, FOC will complete its study after reviewing the drawings and specifications, as well as the construction techniques. The expected information relates, among other things, to the site and duration of the work, the stages of realization of the Project, the work methods, and the maintenance operations that might impact the fish habitat.

- Schedule

FOC determined that the timing and duration of the work might affect its impact on the fish habitat. Although some work dates remain unknown, FOC is also concerned about construction work that will cause temporary encroachments and alterations to the banks and bed of Rivière-des-Prairies that will affect the fish habitat.

- Mitigating measures (fish habitat)

The impact of the Project on the fish habitat (losses, area affected, etc.) and the mitigating and compensating measures must be specified after the filing of drawings and specifications. FOC, together with the Private Partner, will determine the mitigating measures required in order to reduce the anticipated impact on the fish habitat, as well as the compensation required with respect to the destruction of the habitat.

In addition, Natural Resources Canada has confirmed the presence of a pike and yellow perch breeding ground in the Rivière-des-Prairies, downstream of the planned bridge, as well as a critical feeding and juvenile rearing area for lake sturgeons. Like the MDDEP¹⁴, Natural Resources Canada has asked that no work be done in the water between April 1 and August 1 of each year.

3.3.3 Transport Canada – Navigable Waters Protection Act

Transport Canada is concerned about the effect of the Project on navigation during the bridge construction phase. The Private Partner will have to collaborate with the Ministère to obtain the authorization which the Ministère is responsible for obtaining under the *Navigable Waters Protection Act* (L.R.C. (1985), c. N-22).

¹⁴ Order-in-Council No. 1243-2005, condition 21.



3.3.4 Environment Canada – Species at Risk Act

Environment Canada has already stated its concerns about the impact of the bridge on avifauna, endangered species, and wetlands, as well as the measures to be taken in order to mitigate these effects. All of these factors will have to be taken into account and incorporated into the agreement with FOC concerning work in the river.

3.3.5 Natural Resources Canada

Natural Resources Canada has issued an information request concerning the use of explosives. This information will have to be provided by the Private Partner.

3.4 Municipal procedures and requirements

The municipal requirements are standard, and apply to every individual, organization, or company that carries out construction on the territory of a municipality. Some of these jurisdictions are shared by the Government, the federal government, and the municipality, and require authorization from each authority. Such is the case with environment quality, for one.

The Private Partner must submit the drawings and specifications to the municipalities concerned, and must obtain the permits and certificates required pursuant to their respective by-laws. Municipal jurisdiction covers matters such as:

- through streets;
- public safety (e.g.: blasting);
- wastewater discharge;
- noise and nuisance control;
- historic buildings, areas, and sites;
- ecological reserves and parks;
- clean air.

In theory, the urban planning by-law does not apply to work carried out by a government, as is the case with this Project. The only urban development standards that apply are those provided for in the former MUC's land use and development plan, and any interim control by-laws adopted by the Montréal agglomeration council.

In the case of Ville de Laval, the permits and authorizations required in order to carry out the Project will have to be obtained directly from the municipality's administrative units.



With respect to the Ville de Montréal, the boroughs have proximity jurisdictions, while the central city has jurisdictions of a supra-local nature.

Two boroughs are affected by the Project: Rivière-des-Prairies–Pointe-aux-Trembles, and Anjou. Insofar as the local urban planning by-law does not apply to the Project, the jurisdictions of these boroughs that are likely to have an impact on carrying out the Project cover matters such as:

- local roads (local streets, water mains, sewers, signage, traffic);
- the environment (nuisances).

The central city is responsible for territorial planning in areas such as:

- traffic arteries (Henri-Bourassa, Maurice-Duplessis and Perras Boulevards);
- transportation;
- the environment;
- public health and safety.

Furthermore, as indicated above, some municipal jurisdictions are shared with the Government and the federal government. As a result, some of the construction may require separate authorization from each authority concerned.



4. CONSULTATION AND SELECTION PROCESS

4.1 Principal stages

4.1.1 *Signing of the Submission Agreement*

The launch of the RFP is marked by the sending of **Volume 1** to the Qualified Respondents, who have until July 27, 2006 at 3:00 p.m. (Montréal time) to comment, in French, on the draft Submission Agreement found in **Appendix 1-1**, using Microsoft Word's Track Changes feature. Comments must be sent in writing by letter, e-mail or fax to the Minister's Representative whose coordinates are provided in **Section 7.3**. Once their comments are received, the Minister will send Qualified Respondents, on August 3, 2006, a final version of the Submission Agreement that incorporates the accepted amendments. The Qualified Respondents will then be asked to sign and return an original copy of the final version of the Submission Agreement, in French, by August 10, 2006 at 3:00 p.m. (Montréal time).

Signing of the Agreement is required in order to participate in the Consultation and Selection Process, to submit a Proposal for the Partnership, and to obtain payment of the Final Compensation or the Allowance, as applicable.

4.1.2 *Identification of the Qualified Respondent's contact person*

Each Qualified Respondent must provide the name and the contact details of a person to whom the Minister should address any requests, questions, or clarifications. This individual must be the only person who contacts the Minister's Representative with queries.

The contact details must include phone and fax numbers, as well as e-mail and mailing addresses. All of this information must be provided to the Minister's Representative no later than upon the return of the final version of the Submission Agreement signed by the Qualified Respondent.

4.1.3 *Receipt of the Partnership Agreement and Technical Specifications of the RFP and access to the Project's electronic data room*

Once the signed final version of the Submission Agreement is received by the Minister's Representative, Qualified Respondents will receive a letter containing instructions for using the electronic data room and access and update procedures, along with an excerpt of its contents on two DVDs. Qualified Respondents will then be asked to access the electronic data room in order to download the Partnership Agreement and Technical Specifications of the RFP and to access other information relevant to the Project and the Partnership that is made available by the Ministère (see **Section 4.2**).



4.1.4 General information session

A multilateral general information session will be held on August 17, 2006 involving persons designated by the Minister and the Qualified Respondents' Collaborators in order to facilitate the development of their Proposals. This "kick-off" session will be conducted in French, with simultaneous interpretation in English, and will cover the following topics:

- General description of the Project;
- Technical description of the Project;
- A general presentation of the findings of the traffic and toll revenue study;
- The rate and collection frameworks for tolls;
- Compensation of the Private Partner;
- A summary of the Consultation and Selection Process.

The information provided in these presentations is intended solely for guidance.

Each Qualified Respondent's Collaborator who wishes to attend the information session must sign the release found in Appendix B of the Submission Agreement. The release must be handed over at the door of the room where the general information session will be held, failing which the Qualified Respondent's Collaborator will be denied admission.

Attendance at the general information session is mandatory for Qualified Respondents. One of the Qualified Respondent's Collaborators who attends the session must be the contact person or one of the Key Individuals. The number of Collaborators is limited to nine per Qualified Respondent.

4.1.5 Topical information sessions

Four full-day multilateral topical information sessions will be held on August 22, 23, 24 and 25, 2006 involving persons designated by the Minister (primarily traffic and revenue experts) and the Qualified Respondents' Collaborators. These sessions will deal with the methodology used to conduct the traffic and toll revenue study. They will specifically cover the modelling environment and methodology, the stated preference study, and development of the MoTLEC simulator. The information provided in these presentations is intended solely for guidance.

Each Collaborator of a Qualified Respondent who is interested in attending the topical information sessions must sign the release found in Appendix B of the Submission Agreement and must present it at the door of the room where the general information session will be held, failing which they will be denied admission.



These information sessions will be conducted in both French and English, depending on the language of the expert who is giving the presentation. No simultaneous interpretation will be provided.

Attendance at the topical information sessions is mandatory for Qualified Respondents. One of the Qualified Respondent's Collaborators who attends each session must be the contact person or one of the Key Individuals. The number of Collaborators is limited to six per Qualified Respondent.

4.1.6 Discussion workshops

Bilateral discussion workshops involving persons designated by the Minister and the Qualified Respondents' Collaborators are planned. The topics and rules for participation are found in **Section 4.3**.

4.1.7 Submission of comments by the Qualified Respondents concerning the draft Partnership Agreement and Technical Specifications

Qualified Respondents will be asked to submit questions, comments, and suggested changes to the draft Partnership Agreement and the Technical Specifications according to the procedure described in **Section 4.4**.

4.1.8 Transmission of a revised and final version of the Partnership Agreement and Technical Specifications to the Qualified Respondents

The Qualified Respondents will have two opportunities to comment on the Partnership Agreement and Technical Specifications. In response to the comments and suggestions received from the Qualified Respondents, two revised versions of the Partnership Agreement and Technical Specifications will be distributed by way of addenda to indicate the amendments accepted by the Minister. Each Qualified Respondent's Proposal must be based on the second revised version, which will be final, of the Partnership Agreement and Technical Specifications, including all addendums which could be submitted between January 8 and March 30, 2007.

4.1.9 Submission of the Proposals

As stated above, each Qualified Respondent's Proposal must be based on the revised and final version of the Partnership Agreement and Technical Specifications that they will have received, including all addendums which could be submitted between January 8 and March 30, 2007. The Minister intends to enter into the Partnership Agreement with the Preferred Proponent on the basis of that revised and final version, without negotiations or substantial changes, subject to the Government's approval.



Qualified Respondents must submit their Proposals as instructed in **Section 7** of this document, and the contents of the Proposals must adhere to the requirements specified in **Section 5**.

4.1.10 Evaluation of the Proposals

The Proposals received will be evaluated according to the procedure described in **Section 6**.

4.1.11 Selection of the Preferred Proponent and announcement

The Selection Committee will choose, from among the eligible Proposals that are considered compliant, the Proposal that offers the lowest cost, expressed by the present value of the availability payments entered on the Price form found in **Appendix 1-9**.

Once the selection has been made, the Preferred Proponent will have five (5) business days to provide the Minister with an irrevocable letter of credit for an additional 3 million dollars, as required by Clause 3.1.2 of the Submission Agreement found in **Appendix 1-1**. This letter of credit must be issued by a chartered bank that is listed in Schedule I, II, or III (Section 14) of the *Bank Act* and acceptable to the Minister, entirely at the latter's discretion, or by a Québec financial services cooperative that is acceptable to the Minister, entirely at the latter's discretion. The letter of credit must be valid from the date of its submission until the expiry date of the letter of credit for 2 million dollars submitted with the Proposal (see **Section 5.2**). The letter may be issued in French or English, but must be fully compliant with the model provided in **Appendix 1-7**.

Once the Letter of Credit is received, the Preferred Proponent will be announced, and a Notice of selection of the Preferred Proponent will be sent to all Qualified Respondents who submitted a Proposal.

4.1.12 Finalization of the transaction

Once the Preferred Proponent is announced, the last stages leading to finalization of the transaction involve finalizing the legal documentation that gives effect to the Partnership Agreement and the Initial Financing agreements. Transaction finalization culminates with the Financial Closing.

The legal documentation must be finalized with no amendments to the revised and final version of the Partnership Agreement other than minor changes to incorporate specific details of the Preferred Proponent's Proposal. Should the latter refuse to sign the revised and final version of the Partnership Agreement with the agreed-upon form and content, the Minister may draw on one or more of the letters of credit held, and retain and use the proceeds at will. Furthermore, it is entirely at the Minister's discretion to name another Qualified Respondent as the Preferred Proponent by initiating discussions with the Qualified Respondent who submitted the eligible



Proposal with the lowest cost after that of the Preferred Proponent considered to be compliant with the second lowest cost, expressed by the present value of the Availability payments entered on the Price form found in **Appendix 1-9**.

The signing of the Partnership Agreement by the Minister is contingent upon first obtaining the Government's approval.

4.2 Electronic data room

Given the large amount of documentation that is available concerning the Project, the Minister has created an electronic data room for accessing some of the material that Qualified Respondents might find useful in preparing their Proposals. Qualified Respondents will also receive two DVDs, the first containing archives, and the second containing Section 3 of the electronic data room "Traffic and revenues". It is entirely the responsibility of the Qualified Respondents to ensure that they have the software required to access and use the information. It is important to note that no hard copies of the Project's technical data will be provided.

The electronic data room is dynamic, and is housed at a secure site. Its contents include **Volume 1** of the RFP, the Partnership Agreement, Technical Specifications, addenda, questions and answers (if applicable), drawings of the structures executed in the conventional mode, as well as any new information that the Minister might decide to convey to the Qualified Respondents. Each Qualified Respondent is responsible for examining the information that is available at the secure site in a diligent and timely manner.

The structure of the electronic data room is described in **Appendix 1-14**.

Access to the electronic data room is restricted, and arrangements have been made with Merrill Corporation (which manages the secure site) to provide the Qualified Respondents with 24/7 technical support.

All information found in the electronic data room, on the DVDs, or in any modification or update that is made available to the Qualified Respondents is subject to the confidentiality clauses set forth in Clause 11 of the Submission Agreement.

4.3 Discussion workshops

The purpose of the workshops is to give the Qualified Respondents an opportunity to make comments and to request clarifications, and discuss specialised subjects in order to facilitate the development of their Proposal. These workshops will be discussion forums, so that the Qualified Respondents can gain a better understanding of the Project and the Partnership, while making the Minister aware of their concerns.



A minimum of nine workshops will be held between August 28 and December 8, 2006 in order to discuss the following topics:

Workshop 1 – Proposal compliance requirements

- Commercial compliance requirements;
- Technical proposal compliance requirements;
- Financial proposal compliance requirements;
- Price offer requirements.

Workshop 2 – Electronic toll system performance requirements

- Collection point, control centre, dealing with offenders, and customer service system;
- Maintenance and end-of-term requirements.

Workshop 3 – Traffic and revenue

- Modelling assumptions;
- Traffic and revenue forecasting model;
- Sensitivity analysis.

Workshop 4 – Environment – Permits and approvals – Technical Specifications

- CAR requirements and procedure for obtaining the CAC (responsibilities of the Private Partner and the Minister);
- Federal approvals required and steps taken by the Ministère (responsibilities of the Private Partner and the Minister);
- Municipal approvals required and steps taken by the Ministère (responsibilities of the Private Partner and the Minister);
- Technical Specifications that the Private Partner must meet in designing, building, operating, maintaining, and handing over the works to the Minister.



Workshop 5 – Payment mechanisms and Partnership Agreement

- Private Partner's compensation, including remittances linked to toll revenues;
- Other terms of the Partnership Agreement.

Workshop 6 – Qualified Respondents' comments on the first draft Partnership Agreement and Technical Specifications

- Discussion with each of the Qualified Respondents on their respective comments on the Partnership Agreement and Technical Specifications.

Workshop 7 – Meeting with the SAAQ

- Discussion with each of the Qualified Respondents on their respective comments on Part 4 of Schedule 16 of the Partnership Agreement, which is used as the draft agreement between the Private Partner and SAAQ.

Workshop 8 – Meeting with Fisheries and Oceans Canada and Transport Canada

- General and multilateral presentation prepared by FOC;
- Discussion with each of the Qualified Respondents, FOC and Transport Canada on the environmental specifications of the federal government.

Workshop 9 – Comments from the Qualified Respondents on the second draft of the Partnership Agreement and the Technical Specifications

- Discussion with each of the Qualified Respondents on their respective comments on the November 17, 2006 version of the Partnership Agreement and the Technical Specifications.

In addition, the Minister plans on permitting the exchange of information between the Qualified Respondents and the city of Montreal in January and February, 2007. This exchange could take place through a workshop or by written questions and answers format. The Minister will inform the Qualified Respondents of the exact format that the exchange with the city of Montreal will take place in at a later time.

The topics of discussion will be limited to those listed above. Other workshops may be held at the request of Qualified Respondents, if the Minister deems it appropriate. These additional workshops will be offered to all Qualified Respondents, but attendance will not be mandatory.



The discussion workshops will be governed by the following rules.

Fairness of the process

With exception to a portion of workshop 8, each workshop is bilateral, which means that the discussions will involve one Qualified Respondent at a time and the Minister. These discussions with each Qualified Respondent will be treated confidentially and separately from the bilateral discussions with the other Qualified Respondents. No record of the discussions will be distributed to the Qualified Respondents.

The bilateral discussions will not give one Qualified Respondent access to information that is not available to the others.

If changes have to be made to the RFP, or if new information must be communicated to all following the workshops, they will take the form of addenda or of a formal written response distributed in compliance with Appendix D of the Submission Agreement.

Communication prior to the workshops

Qualified Respondents will receive an invitation to submit the items that are pertinent to the workshop topic and that they would like to see on the agenda. They will also be asked to indicate any specific questions that they would like to discuss.

The Minister's Representative must receive the Qualified Respondent's reply no later than six business days before the week the workshop is scheduled to take place. The first Qualified Respondents to confirm their attendance in response to the invitation will have first choice of workshop dates.

The Minister's Representative will then send them confirmation of their reservation by e-mail, as well as the workshop's terms and conditions.

Communication during the workshops

Statements that are made at the workshops are not binding upon the Government, the Minister, or their respective directors, officers, representatives, managers, employees, consultants, advisors, agents, successors, and respective assigns. Qualified Respondents' Collaborators who wish to attend a discussion workshop must be signed by each Qualified Respondent's Collaborator before he can participate in the workshop.

Qualified Respondents who would like to receive an official answer to a question are asked to submit the question on the form found in **Appendix 1-12**, according to the procedure described in **Section 7.4**.



Attendees

Attendance at the workshops is mandatory for Qualified Respondents, unless otherwise stated. One of the Qualified Respondent's Collaborators who attends the workshops must be the contact person or one of the Key Individuals. The number of Collaborators is however limited to nine per workshop, except for workshop 7 and 8 where the number of Collaborators is limited to six.

In addition to the Qualified Respondent's Collaborators, the following persons will attend each workshop:

- The Minister's Representative;
- Other persons designated by the Minister;
- The Selection Process Auditor, at its discretion.

4.4 Procedure for submitting comments on the Partnership Agreement and Technical Specifications

Qualified Respondents are asked to submit their comments and suggested changes to the first draft of the Partnership Agreement and Technical Specifications by October 18, 2006. Based on these comments and suggestions, and after the discussion workshops have been held, a second draft of the Partnership Agreement and Technical Specifications will be distributed to the Qualified Respondents, reflecting the changes that are accepted by the Minister, entirely at the latter's discretion.

The Qualified Respondents are subsequently invited to submit their comments and suggested changes to the second draft of the Partnership Agreement and Technical Specifications by November 30, 2006. Based on these comments and suggestions, a revised and final version of the Partnership Agreement and Technical Specifications will be distributed to the Qualified Respondents, reflecting the changes that are accepted by the Minister, entirely at the latter's discretion.

Qualified Respondents must submit their comments and suggested changes, in French, within the body of the Partnership Agreement and Technical Specifications by using the Track Changes feature found in Microsoft Word 2000 and later versions. Passages that Qualified Respondents would like to have deleted will therefore be struck out, and inserts will appear underlined.



Qualified Respondents must also include the following synoptic table:

	Reference to the Partnership Agreement or Technical Specifications (Section and page)	Proposed wording	Rationale for the change
1.			
2.			
3.			
4.			

The Partnership Agreement and Technical Specifications containing the Qualified Respondent's comments must be submitted to the Minister's Representative in the following form:

- One electronic copy in MS Word format;
- The original on paper (8½" x 11" or equivalent (A4)) signed by the Qualified Respondent's contact person.

Qualified Respondents may only submit one set of comments for each of the first and second draft of the Partnership Agreement and Technical Specifications, unless notified otherwise by the Minister.

The Minister intends to publish by addendum each of the two revised versions of the Partnership Agreement and Technical Specifications, including all changes proposed by Qualified Respondents that the Minister considers to be acceptable, and any others that are made at the Minister's discretion, by way of an addenda to the RFP. The Minister plans to complete discussions concerning the Partnership Agreement during the Consultation and Selection Process, such that the revised and final Partnership Agreement, including all addendums that could be submitted between January 8 and March 30 2007, once published, can be signed by the Preferred Proponent with no further negotiations or substantial changes, subject to the Government's approval. Qualified Respondents must prepare their Proposals on the basis of the revised and final Partnership Agreement and Technical Specifications, including all addendums that are submitted between January 8 and March 30 2007.

4.5 Transparency of the Consultation and Selection Process

The key documents related to the Selection Process of the Private Partner, namely the RFQ and **Volume 1** of the RFP, will be made public.



Furthermore, the entire Consultation and Selection Process, up to the Financial Closing, will be under the scrutiny of the Selection Process Auditor, whose progress reports will also be made public.

The following material will also be released to the public following the Financial Closing:

- The Partnership Agreement, excluding information for which access could be subject to restrictions according to An Act Respecting Access to Documents Held by Public Bodies and the Protection of Personal Information (R.S.Q., c. A-2.1), such exclusions being made by the Minister after having consulted the Private Partner ;
- A summary of the comparative study that was conducted by the Minister, which determined a PPP to be the best option for undertaking a portion of the Project.

4.6 Calendar

Qualified Respondents must submit their Proposals at the latest at **3:00 p.m. (Montréal time) on March 30, 2007**, in accordance with the requirements specified in **Section 7.1**.

The complete Consultation and Selection Process schedule is as follows:

	Activity	Deadline
1.	Issuance of the RFP and sending of draft Submission Agreement to Qualified Respondents	July 20, 2006
2.	Receipt of comments on the draft Submission Agreement from Qualified Respondents	July 27, 2006
3.	Sending of the final version of the Submission Agreement to Qualified Respondents	August 3, 2006
4.	Receipt of signed final version of Submission Agreement	August 10, 2006
5.	Sending of DVDs by courier and e-mail to Qualified Respondent's contact person confirming its access right to the electronic data room and requesting that they download the Partnership Agreement and Technical Specification	August 10, 2006
6.	General information session	August 17, 2006
7.	Topical information sessions	August 22, 23, 24 and 25, 2006



	Activity	Deadline
8.	Discussion workshop 1 – Proposal compliance requirements	Week of August 28, 2006
9.	Discussion workshop 2 - Electronic toll system performance requirements	Week of September 5, 2006
10.	Discussion workshop 3 – Traffic and revenue	Week of September 11, 2006
11.	Discussion workshop 4 – Environment – Permits and approvals – Technical Specifications	Week of September 18, 2006
12.	Discussion workshop 5 – Payment mechanisms and Partnership Agreement	Week of September 25, 2006
13.	Additional workshops	Week of October 2, 2006
14.	Submission by Qualified Respondents of their comments on the first draft Partnership Agreement and Technical Specifications	October 18, 2006
15.	Discussion workshop 6 – Qualified Respondents' comments on the first draft Partnership Agreement and Technical Specifications	Week of October 23, 2006
16.	Discussion workshop 7 – Qualified Respondents' comments on Part 4 of Schedule 16 of the Partnership Agreement (agreement with SAAQ)	November 1, 2006
17.	Discussion workshop 8 – Meeting with Fisheries and Oceans Canada and Transport Canada to discuss the environmental specifications of the federal government	November 9, 2006
18.	Sending of the second draft version of the Partnership Agreement and Technical Specifications to Qualified Respondents	November 17, 2006
19.	Submission by Qualified Respondents of their comments on the second draft Partnership Agreement and Technical Specifications	November 30, 2006
20.	Discussion workshop 9 – Comments from the Qualified Respondents on the second draft of the Partnership Agreement and the Technical Specifications	December 7 and 8, 2006



	Activity	Deadline
21.	Sending of revised and final version of the Partnership Agreement and Technical Specifications to Qualified Respondents	January 8, 2006
22.	End of the question period for Qualified Respondents	February 7, 2007
23.	Deadline for submitting Proposals	March 30, 2007
24.	Announcement of the selection of the Preferred Proponent	Week of June 25, 2007
25.	Partnership Agreement Signing and Financial Closing	September 21, 2007
26.	Foreseen start of operations	2011

The Minister reserves the right to modify this calendar entirely at its discretion.



5. CONTENTS OF THE PROPOSAL

5.1 Information concerning the Qualified Respondent

5.1.1 *Description of the Qualified Respondent*

Qualified Respondents must provide the following information:

- A detailed description of the Qualified Respondent, including:
 - ✓ Legal name (if the legal name of the Qualified Respondent submitting a Proposal differs from the name used in the RFQ, the change requires approval according to the procedures described in Section 8.12);
 - ✓ Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - ✓ Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Québec. If the Qualified Respondent is an unincorporated legal entity, proof of that legal entity's existence must be provided.
- Consortium agreement, shareholders' agreement, or any other agreement relative to the incorporation or to the general organization of the Qualified Respondent, or related subjects, and that is binding upon the Members, Participants, and Key Individuals for the purposes of the Partnership, written in French or English. Each Member's interest must also be indicated.
- Annual or quarterly financial statements produced since responding to the RFQ. These financial statements must be provided for each Member and Participant of the Qualified Respondent, or for their parent company, if the latter is acting as the Member or Participant's guarantor. The financial statements may be submitted in French or English.
- Details of any change since responding to the RFQ in the credit rating of entities with debt rated by a rating agency.
- A summary of any addition, removal, or replacement of a Member, Participant, or Key Individual, or change in the interest of any Member, Participant or Key Individual from what the Qualified Respondent stated in responding to the RFQ (these changes require approval according to the procedures described in **Section 8.12**).



5.1.2 Roles of Members and Participants

Qualified Respondents must describe in detail the individual roles of their Members and Participants, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organization chart depicting interrelationships.

5.1.3 Role of Key Individuals

The Qualified Respondent must describe in detail the roles of Key Individuals, by drawing up one or more organization charts for the various stages (design, construction, operation, etc.), indicating each person's function and relationships during these stages, including the roles of Key Individuals.

5.1.4 Intellectual Property Rights

In accordance with article 9.6.3 of the Submission Agreement provided in **Appendix 1-1**, the Qualified Respondent must provide a list of intellectual property rights together with the assignments and transfers and the licences of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Qualified Respondent's Proposal, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.

5.2 Security Deposit

Each Qualified Respondent's Proposal must be accompanied by a Security Deposit in the form of an irrevocable letter of credit to the Minister in the amount of two million Canadian dollars. The letter of credit must be issued by a chartered bank that is listed in Schedule I, II, or III (Section 14) of the *Bank Act* and acceptable to the Minister, entirely at the latter's discretion, or by a Québec financial services cooperative that is acceptable to the Minister, entirely at the latter's discretion. The letter of credit must be valid for nine (9) months as of the Proposal Deadline. The letter may be issued in French or English, but must be fully compliant with the model provided in **Appendix 1-7**.

5.3 Information concerning the development of the technical proposal

Technical proposals submitted by Qualified Respondents must contain all of the items specified in **Appendix 1-2**, and must adhere to the format described therein. In addition, Qualified Respondents must ensure that their technical proposal is consistent with their financial proposal.



The technical proposal will provide the Minister with the means for assessing the Qualified Respondent's ability to comply with the Technical Specifications found in Schedule 5 of the Partnership Agreement.

5.4 Information concerning the development of the financial proposal

The financial proposal must contain each of the following items:

- A financing plan and a financial model that meet the requirements stated in **Appendix 1-3**. This material may be written in French or English.
- Letters of intent from insurance brokers countersigned by the insurers and that adhere to the specimen letter found in Appendix 1-5 in order to prove the Qualified Respondent's ability to meet the insurance requirements specified in Appendix 1-4. These letters may be written in French or English.
- A letter of confirmation signed by each of the Qualified Respondent's Lenders for each financing instrument planned for the Initial Financing, indicating that the financing arrangements for the Partnership are sufficiently advanced to provide a very high level of confidence as to the likelihood of its realization. These letters of confirmation, addressed to the Minister and written in French or English, must be fully compliant with the model found in Appendix 1-6.
- The Price form, indicating the availability payments that the Private Partner is requesting for the Partnership. The form must be fully compliant with the format that is found in **Appendix 1-9**.

It is important to remember that the financing plan gives a detailed description of the planned financial structure and Financing Instruments for establishing the Partnership, including a breakdown of the investments by the various types of instruments (e.g.: equity, loans, etc.) and their terms and conditions. This information must be provided on a term sheet for each Financing Instrument that is used for the Initial Financing. A Qualified Respondent who plans refinancing during the term of the Partnership must submit the same information for the Financing Instruments contemplated for the refinancing as for those for the Initial Financing. However, the Minister understands that the refinancing information, if applicable, constitutes assumptions that are subject to change.



6. EVALUATION OF THE PROPOSALS

6.1 Selection Committee

The Proposals will be evaluated by a Selection Committee, which will choose the Compliant Proposal that offers the lowest cost, expressed by the present value of the Availability payments entered on the Qualified Respondent's Price form (**Appendix 1-9**).

The Selection Committee consists of persons designated by the Minister, the representatives of PPPQ, and external advisors from among those named in **Section 1.4**, all appointed by the Minister. Some of the external advisors who participate in the evaluation of the Proposals may have business relations in another jurisdiction or in connection with another project with one or more of the Qualified Respondents, and with their Members, Participants, Key Individuals, or Collaborators. By submitting a Proposal, Qualified Respondents accept that the Selection Committee includes such advisors.

6.2 Proposal evaluation process

Proposals will be evaluated in three stages:

- *Stage 1* involves ensuring compliance with the eligibility criteria stated in Section 6.3.1. A Proposal that fails to meet any of these eligibility criteria will be considered to be non-eligible, and will be automatically rejected and returned to the Qualified Respondent's contact person.
- Proposals that are considered to be eligible will move on to Stage 2, which involves assessing their commercial, technical, and financial compliance. This pass/fail type evaluation will be based on the criteria specified in **Sections 6.3.2, 6.3.3, and 6.3.4**.

For Stage 2, the Selection Committee reserves the right, entirely at its own discretion, to ask Qualified Respondents for clarifications or rectifications. Qualified Respondents must respond within the time limits specified in the Selection Committee's request, which will be at least two (2) business days, and according to the procedure described in **Section 6.4**. If the Selection Committee is not satisfied with the Qualified Respondent's response so that the Proposal fails to meet all of the Stage 2 compliance requirements, the Proposal will be considered to be non-compliant, and will be rejected.

- In *Stage 3*, the Selection Committee will select the Proposal from among those that are considered to be compliant in Stage 2 that offers the lowest cost, expressed by the present value of the availability payments, as stated in **Section 6.3.5**.



6.3 Evaluation criteria

6.3.1 Eligibility criteria

A Proposal that fails to meet either of the eligibility criteria specified below will be considered to be non-eligible, and will be automatically rejected:

- The Proposal must be submitted at the place and by the deadline specified in Section 7.1.
- The commitment form, identical in form and content to the one found in Appendix 1-10, in French, with no amendments or changes, must be signed by the Qualified Respondent and its Members.
- The resolution giving a representative of the Qualified Respondent and each of its Members signing authority must accompany the commitment form. This resolution may be drafted in either French or English.
- The release form, identical in form and content to the one found in Appendix 1-11, in French, with no amendments or changes, must be signed by the Qualified Respondent and their Members.
- The Qualified Respondent must provide the Security Deposit described in Section 5.2. The letter of credit may be written in French or English, but it must be fully compliant with the model found in **Appendix 1-7**.

Any other errors or omissions in a Proposal will not result in its automatic rejection. The Selection Committee reserves the right to ask Qualified Respondents to correct any errors or omissions in their Proposal, to the Committee's satisfaction, within the time limits specified in the request, which will be at least two (2) business days. However, under no circumstances can Qualified Respondents amend their Price form (see **Appendix 1-9**) as the result of clarifying or rectifying their Proposal.

6.3.2 Commercial compliance evaluation criteria

- At the moment the Proposal is submitted, the Qualified Respondent must be an incorporated corporation or another type of legal entity who, if applicable, will sign the Partnership Agreement.
- The Proposal must contain a detailed description of the Qualified Respondent, as specified in Section 5.1.
- Participants and Key Individuals who are not employees of the Qualified Respondent or of a Member or Participant of the Qualified Respondent must complete and sign a commitment form, identical in form and content to the one found in Appendix 1-10, in French, with no amendments or changes.



- The resolution giving a representative of each Participant of the Qualified Respondent signing authority must accompany the commitment form. This resolution may be drafted in French or English.
- Participants and Key Individuals who are not employees of the Qualified Respondent or of a Member or Participant of the Qualified Respondent must complete and sign a release form, identical in form and content to the one found in Appendix 1-11, in French, with no amendments or changes.
- Any changes to the composition of a Qualified Respondent since the RFQ require the Minister's approval, as stated in Section 8.12.
- Proposals must not be conditional.

6.3.3 Technical Proposal compliance evaluation criteria

A technical proposal must satisfy the following conditions in order to be considered compliant:

- It must contain all of the information specified in Appendix 1-2, and must be prepared in accordance with the requirements stated in Schedule 5 of the Partnership Agreement.
- The evaluation of a Proposal's technical compliance will focus specifically on examining certain key technical items or considered by the Minister to be sensitive. The following items will be verified:
 - ✓ Geometry in plan and in profile;
 - ✓ Roadway cross-sections;
 - ✓ Engineering structure cross-sections;
 - ✓ Clearance and gauges;
 - ✓ Materials;
 - ✓ Quality management programs;
 - ✓ Material control programs;
 - ✓ Environmental requirements;
 - ✓ Consistency of schedules;
 - ✓ Design assumptions;
 - ✓ Construction techniques;
 - ✓ Calculation standards and methods used;
 - ✓ Project management systems;
 - ✓ Traffic management;
 - ✓ Electronic toll system;



- ✓ OMR program;
- ✓ Electronic toll system operation program;
- ✓ Infrastructure inspection program.
- This evaluation is neither comprehensive nor a complete verification of technical compliance with the specifications in Schedule 5 of the Partnership Agreement.
- The Substantial Completion Date is no later than four (4) years after the Financial Closing.
- The Final Completion Date is no later than four and a half (4.5) years after the Financial Closing.

6.3.4 Financial proposal compliance evaluation criteria

A financial proposal must meet the following requirements in order to be considered compliant:

- It must contain all of the information requested in Appendix 1-3.
- In the opinion of the Selection Committee, the Qualified Respondent continues to have a sufficient financial capacity to bring to term the Partnership.
- The financing plan indicates that the planned financing is sufficient to cover all of the Partnership's requirements for the full term of the Partnership Agreement (including design, construction, operation, and maintenance).
- The financial model:
 - ✓ provides a Substantial Completion Date that is no later than four (4) years after the Financial Closing and a Final Completion Date that is no later than four and a half (4.5) years after the Financial Closing;
 - ✓ is consistent with the letters of confirmation from Lenders for each Financing Instrument that is planned for the Initial Financing;
 - ✓ is consistent with the availability payments entered on the Price form found in Appendix 1-9;
 - ✓ reflects the term sheets for each Financing Instrument;
 - ✓ is consistent with the technical proposal (construction schedule, maintenance costs, etc.);
 - ✓ shows a construction payment not exceeding 80 million dollars, with a payment schedule that is consistent with the limits set by the Minister in Paragraph 2.2 of Schedule 7 of the Partnership Agreement.
- The Price form (Appendix 1-9) is such that the availability payment with respect to a 12-month period can be no less than that of the preceding 12-month period.



- In the opinion of the Selection Committee, the financing plan is robust in the short-, medium- and long-term. “Robust” means that the contemplated financing is sufficient to support reasonable fluctuations in the main risks of the Partnership (e.g.: interest rates, inflation, revenue, construction costs and schedule, OMR costs, etc.) without triggering the Financing Instruments’ events of default or Lenders’ step-in rights.

6.3.5 Cost evaluation criteria

From among the eligible Proposals that are considered to be compliant, the Selection Committee will choose the one that offers the lowest cost. This cost is the present value, as at July 1, 2007, of the availability payments that the Private Partner requires for the Partnership. The present value of the payments will be calculated using a 6.5% annual discount rate and presuming that payments within a given year are compliant with the terms indicated in Section 3 of Schedule 7 of the Partnership Agreement.

For evaluating the cost of Proposals, only the availability payments are considered. This approach presumes a set construction payment schedule for all Proposals.

In addition, the Selection Committee will presume that all of the availability payment will be paid, that Financial Closing will occur on November 1, 2007, that Substantial Completion Date will occur on November 1, 2011, and that the Final Completion Date will be May 1, 2012.

6.4 Clarifications and rectifications

In the course of evaluating the compliance of the Proposals, the Selection Committee reserves the right, entirely at its own discretion, to ask a Qualified Respondent to submit, in writing, and within a time limit specified in the request, but no less than two (2) business days, any information that is required to clarify information provided in its Proposal or to rectify an item of its Proposal that would be considered to be non-compliant. The time limit allowed will be based on the complexity of the Selection Committee’s request. The information provided by the Qualified Respondent will become an integral part of its Proposal. Information that is received after the specified time limit will be ignored. Furthermore, the Minister reserves the right to call the Qualified Respondent to a meeting in order to clarify information provided in its Proposal.

Under no circumstances can Qualified Respondents modify their Price form (see **Appendix 1-9**) as the result of clarifying or rectifying their Proposal.



7. INSTRUCTIONS FOR QUALIFIED RESPONDENTS

7.1 Time and place of delivery

Proposals must be sent or submitted at the following address:

REQUEST FOR PROPOSALS FOR COMPLETION OF
A PORTION OF AUTOROUTE 25

PRICEWATERHOUSECOOPERS LLP
Attention: Richard Deslauriers, CA, CBV

1250 René-Lévesque Boulevard West
Suite 2800
Montréal, Québec H3B 2G4

The Proposal Deadline is 3:00 p.m. (Montréal time) on **March 30, 2007**.

Proposals sent electronically or by fax will not be accepted.

7.2 Late submission

Proposals received after 3:00 p.m. (Montréal time) on the Proposal Deadline will be returned to the sender unopened.

Qualified Respondents are responsible for ensuring that their Proposals are submitted at the time and place specified in **Section 7.1**.

7.3 Minister's Representative

For the purpose of ensuring uniformity of interpretation of the RFP documents and to facilitate the exchange of information, the Minister has designated the following person as the Minister's Representative:

Minister's Representative:	Richard Deslauriers, CA, CBV
Address:	1250 René-Lévesque Boulevard West Suite 2800, Montréal, Québec H3B 2G4
Fax:	514-205-5695
E-mail:	a25@ca.pwc.com



Excluding what **Section 8.9** expressly authorises, the Minister's Representative is the only person whom Qualified Respondents may contact concerning the RFP and the Consultation and Selection Process.

7.4 Requests for information

Qualified Respondents who have questions concerning this RFP must submit them, in writing, in French, to the Minister's Representative, according to the procedure described in Clause 8 of the Submission Agreement and using the form for this purpose that is found in **Appendix 1-12**. The deadline for submitting questions is 3:00 p.m. (Montréal time) on **February 7, 2007**. As stated in **Section 4.1.2**, the Qualified Respondent's contact person must be the only person who contacts the Minister's Representative for any request for information.

7.5 Preparation and submission of a Proposal

A Proposal constitutes an irrevocable firm offer to the Minister that cannot be withdrawn or modified for nine (9) months following the Proposal Deadline, except as specified in **Section 7.6**.

Proposals must be delivered in a sealed envelope and contain the following items:

- The duly completed and signed commitment form, based on the model found in Appendix 1-10, along with the resolution(s) that give(s) a representative of each signatory authority to sign the form;
- The completed and signed release form, based on the model found in Appendix 1-11;
- The Security Deposit described in Section 5.2, in the form of a letter of credit that meets the requirements specified in Appendix 1-7;
- Information concerning the Qualified Respondent, as specified in Section 5.1;
- A separate sealed envelope that contains the technical proposal, which is in compliance with the requirements stated in Section 5.3;
- A separate sealed envelope that contains the financial proposal, which is in compliance with the requirements stated in **Section 5.4**.



The Minister also requests that:

- Proposals be submitted on 8½" x 11" paper or equivalent (A4) using the International system, with the exception of the drawings contained in the technical proposal, if applicable;
- The typeface used for the Proposal be 11-point, 1.5-spaced;
- Qualified Respondents submit 15 signed copies of their Proposal, including one clearly identified original, all in a sealed package;
- The envelope that contains the Proposal bear the return label illustrated in **Appendix 1-13**.

Qualified Respondents are responsible for ensuring that each copy conforms to the original.

Proposals and related documents must be in French, with the exception of the following items, which may be in either French or English:

- The resolution(s) accompanying the commitment form;
- The consortium agreement, shareholders' agreement, or any other agreement that is binding upon the Members, Participants, and Key Individuals for purposes of the Partnership;
- Financial statements produced since responding to the RFQ;
- The financing plan and the complete operational financial model, including the summary sheet of the Partnership's flow of funds, assumptions book, and instruction booklet;
- The letters of intent from insurance brokers (Appendix 1-5);
- The letters of confirmation signed by Lenders for each financing instrument (see Appendix 1-6);
- The term sheet for each Financing Instrument;
- The Security Deposit in the form of a letter of credit (see **Appendix 1-7**).

7.6 Withdrawal of a Proposal

Qualified Respondents may withdraw their Proposals by giving the Minister's Representative written notice at any time before the Proposal Deadline, without thereby forfeiting their right to submit a new Proposal before the Proposal Deadline.



7.7 Communication of the results of the evaluation

Once the Proposals are evaluated and Government approval is obtained, the Minister will announce the name of the Preferred Proponent. Each Qualified Respondent will be informed of the name of the Preferred Proponent, as well as of the number of compliant and non-compliant Proposals received.

At this point, in response to a request to that effect, the Minister may meet with the Qualified Respondents who are not the Preferred Proponent and whose Proposals were considered to be non-compliant, in order to explain the reasons for the non-compliance. During this meeting with a Qualified Respondent, confidential details, including the prices offered in the other Proposals, their ranking, or any other related information will not be disclosed. Only information concerning that Qualified Respondent's Proposal will be discussed.

7.8 Final Compensation

A lump sum of one million dollars (\$1,000,000) will be paid as Final Compensation for the costs incurred in preparing and submitting a compliant Proposal in any of the following cases:

- To each Qualified Respondent that is not selected, and that submitted a Compliant Proposal and met the other requirements of the Submission Agreement for receiving the Final Compensation, if the Minister issues the Notice of selection of the Preferred Proponent;
- To each Qualified Respondent that submits a Proposal that is considered to be non-compliant, and that meets all other requirements of the Submission Agreement for receiving the Final Compensation, if the Minister terminates the RFP process at any time after the Proposal Deadline but before issuing the Notice of selection of the Preferred Proponent, or if the Minister does not issue the Notice of selection of the Preferred Proponent within 12 months from the Proposal Deadline;
- To the Preferred Proponent if the Minister terminates the RFP process after issuing the Notice of selection of the Preferred Proponent but before the Financial Closing. However, no Final Compensation or sum of any nature whatsoever will be paid or payable to the Preferred Proponent if the Minister is entitled to draw on any of the letters of credit held as a Security Deposit.

This Final Compensation will only be paid under the circumstances and conditions set forth in the Submission Agreement.



7.9 Allowance

The Minister will pay a lump-sum allowance of five hundred thousand dollars (\$500,000) to each Qualified Respondent that meets the requirements of the Submission Agreement for receiving the Allowance if the Minister terminates the Consultation and Selection Process at any time after the launch of the RFP but before the Proposal Deadline, or if the Proposal Deadline does not occur before January 20, 2008.

This Allowance will only be paid under the circumstances and conditions set forth in the Submission Agreement.

7.10 Interest rate fluctuation risk

The Minister assumes the Benchmark Interest Rate fluctuation risk for the period between the Proposal Deadline and the Financial Closing. The Availability payments required by the Private Partner quoted on the Price form in **Appendix 1-9** will be adjusted to reflect the financial impact of the Benchmark Interest Rate fluctuations. This adjustment will reflect actual fluctuations (positive or negative, as the case may be) in market rates between the following two (2) dates:

- March 16, 2007, or two weeks before the Proposal Deadline; and
- The day of the Financial Closing.

In preparing their Proposals, Qualified Respondents should use the Benchmark Interest Rate prevailing on March 16, 2007. The adjustments for Benchmark Interest Rate fluctuations will be determined by the Minister, using the rates posted on the Bloomberg terminal at 11:00 a.m. (Montréal time) on the two dates specified above.

If a Qualified Respondent's financing plan contains a number of Loans, each of which has a different Benchmark Interest Rate, the rate adjustment will take into account fluctuations (positive or negative, as the case may be) in the Benchmark Interest Rate for each Loan.

The adjustment for interest rate fluctuations only applies to the Benchmark Interest Rates for senior debt¹⁵, excluding subordinate debt or equity.

¹⁵ Senior debt means the funding agreements in which the claims that arise from them entitle their holder to be paid in priority before the holders of claims that arise from other funding agreements or that creates an encumbrance which ranks in priority to others created under any other funding agreements.



7.11 Site access

Qualified Respondents will only have access to the Project site if they ask the Minister for it and if their request is granted. Qualified Respondents who are interested in arranging a site visit must submit a written request to the Minister's Representative on the form in **Appendix 1-12**, following the procedure that is described in Clause 8 of the Submission Agreement.

At its discretion, the Minister may require one of his representatives to accompany a Qualified Respondent to the site in order to ensure an orderly visit, and may set restrictions on the Qualified Respondent to the extent that the site visit involves activities that might disrupt the environment or damage any property on the site. Qualified Respondents are expected to carry suitable insurance coverage.



8. GENERAL CONSIDERATIONS

8.1 No recourse

The Government, its departments and agencies, the Minister, and all their respective directors, representatives, employees, consultants, agents, successors, and respective assigns (collectively “the Released Parties”) may not be held liable to anyone for any Claim (excluding gross negligence by the Ministère) by anyone (including any Qualified Respondent or any Qualified Respondent’s Collaborators) arising from or in any way related to the Consultation and Selection Process, under any circumstances, including under a contract, a fault, a legal obligation, a law, or any real or implied obligation. However, the above-mentioned release does not include claims:

- For default in paying the Allowance or the Final Compensation in accordance with the Submission Agreement; or
- if a Qualified Respondent is named as the Preferred Proponent, the above-mentioned release is not intended to cover Claims arising solely from the Minister’s failure to perform any of its obligations under the terms of the Partnership Agreement that is entered into and signed by the Minister, the Qualified Respondent, and any other person who might be party to that agreement.

By responding to the RFP, the Qualified Respondent agrees to indemnify and hold harmless each of the Released Parties from any Claims made by or on behalf of i) any current or former Qualified Respondent’s Collaborator against the Released Parties, arising from or related to the Consultation and Selection Process, or ii) any third party, arising from any action or omission by the Qualified Respondent or any Qualified Respondent’s Collaborators in relation to performing their obligations with respect to the Consultation and Selection Process.

Each Qualified Respondent and each Qualified Respondent’s Collaborator acknowledges that, by responding to this RFP, they waive and release the Released Parties from any Claims or right of recourse against the latter arising from or in relation to the RFP, and the Consultation and Selection Process.

8.2 No obligation to select or proceed

Subject to provisions from the Submission Agreement and provisions from **Sections 8.3 and 8.13** hereof, the Minister is not obliged to accept the Proposal that offers the lowest cost if this Proposal is not a Compliant Proposal. The Minister may, at its discretion, reject any Proposal that is not a Compliant Proposal. The Minister’s decision with respect to the compliance or non-



compliance of a Proposal is final. The Minister is in no way obliged to consult the Qualified Respondent in making that decision.

Without limiting the foregoing, the Minister may, at its discretion, refuse to consider and completely withdraw from the Consultation and Selection Process or reject any Proposal that, in the opinion of the Minister, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the Minister, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under the RFP by a Qualified Respondent or a Qualified Respondent's Collaborator.

8.3 Potential changes to or termination of the Consultation and Selection Process

The Minister may, at its entire discretion, at any time, and for any reason, without becoming liable to the Qualified Respondents or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Partnership, by extending any deadline or time limit (including the deadline for setting up the Partnership) specified herein, or by suspending, postponing, or terminating all or any part of the Consultation and Selection Process. Any addendum will have to be issued by the Minister in writing, and will have to be explicitly identified as an addendum to this RFP.

Without limiting the scope of the foregoing paragraph, even though the Minister intends to name a Preferred Proponent and sign a Partnership Agreement, if the Minister fails to receive at least one Compliant Proposal for which all government approvals (excluding the environmental approbations required) have been obtained, the Minister reserves the right to terminate the Consultation and Selection Process.

If the Minister terminates the Consultation and Selection Process, the Minister reserves the right to proceed with all or any part of the Project, including the use of some or all of a Qualified Respondent's ideas and concepts, based on the approach that the Minister considers to be most suitable, which does not exclude the involvement of one or more of the Qualified Respondent's Collaborators.

The Ministère reserves the right to terminate the Consultation and Selection Process.

8.4 No contract

No contract whatsoever is created by or arises from this RFP (with the exception of the Submission Agreement and commitment form found in **Appendix 1-11**), which under no circumstances the latter constitutes an offer to enter into a contract with any party whatsoever.



Neither the Government or the Minister have an obligation, responsibility, commitment, or legal liability toward any Qualified Respondent or any Qualified Respondent's Collaborators arising from this RFP or any Proposal submitted in response to it, or from the Consultation and selection process, except as stated in **Section 8.6** with respect to the Allowance and Final Compensation. Neither the Minister nor the Government shall have any obligation, responsibility or commitment to the Preferred Proponent until the Partnership Agreement has been duly signed and delivered.

8.5 Conflict of interest

Qualified Respondents undertake to avoid any situation that might create a conflict between their personal interests and those of the Minister or Government. Qualified Respondents and Qualified Respondent's Collaborators (or anyone related with the latter and companies related to such Qualified Respondent or Qualified Respondent's Collaborators) cannot participate or hold any interest whatsoever in any other Qualified Respondent's Proposal, either directly or indirectly, and cannot be part of another Qualified Respondent that submits a Proposal in response to this RFP. Qualified Respondents must disclose any real or perceived conflict of interest that exists or might come to be. If such a situation arises, the Qualified Respondent must immediately notify the Minister's Representative thereof, and must propose means of remedying it.

The Minister may, at its discretion, issue instructions stating how the Qualified Respondent can remedy the conflict of interests. The Minister reserves the right to disqualify any Qualified Respondent that, entirely at the Minister's discretion, has a real or perceived conflict of interest that exists or might come to be.

The Minister has appointed a conflict-of-interest arbitrator whose mandate is to rule on disputes concerning eligibility and conflicts of interests that might arise in the course of the RFP.

All decisions made by the conflict-of-interest arbitrator are final and binding upon the persons who requested arbitration and any other party to the RFP (including Qualified Respondents, Qualified Respondents' Collaborators, persons or companies related to them, the persons listed below, and the Minister).

Due to their involvement in the Partnership, the advisors identified in **Section 1.4**, and any person or company related¹⁶ to them, are not eligible to participate as a Qualified Respondent's

¹⁶ A company is related to a person when it is an associate (as defined in Section 5 of the *Securities Act* (R.S.Q., c. V-1.1)) of that person. Moreover, a company is related to another when it is a subsidiary or an affiliate as defined in Section 9 of the *Securities Act* (R.S.Q., c. V-1.1)



Collaborator, cannot work for a Qualified Respondent or a Qualified Respondent's Collaborator with respect to the Partnership or the submission of a Proposal, or hold any interest in a Qualified Respondent, either directly or indirectly. Any violation of these conditions will result in the disqualification of the Qualified Respondent.

Any other person or enterprise that has a contract with the Minister or Government to work on the Partnership is also ineligible, unless specifically stated otherwise by the Minister. The Minister will inform Qualified Respondents by way of addenda of any contract signed with such persons or enterprises.

8.6 Costs and expenses incurred by Qualified Respondents

All costs and expenses incurred by Qualified Respondents for participating in the Consultation and Selection Process or for preparing and submitting their Proposal or any additional information that is required in order to evaluate their Proposal are the exclusive responsibility of the Qualified Respondent. Under no circumstances will the Minister and the Government be liable to anyone, including a Qualified Respondent, for any expenses incurred by any person or Qualified Respondent in connection with this RFP or the Consultation and Selection Process, or for any damages caused to such person or Qualified Respondent (including in relation to preparation, revision, or evaluation of its Proposal), other than the payment of the Final Compensation subject to and in accordance with the terms and conditions set forth in **Section 7.8**, or the payment of the Allowance subject to and in accordance with the terms and conditions set forth in **Section 7.9**.

8.7 Collusion

Qualified Respondents and Qualified Respondents' Collaborators cannot discuss or communicate, either directly or indirectly, with any other Qualified Respondent or director, officer, employee, consultant, advisor, agent, or representative of any Qualified Respondent (including any Qualified Respondent's Collaborator) concerning the preparation, contents, or features of their Proposals. Proposals must be submitted without any relationship (including relations arising solely from shareholdings or any other ownership interest in a Qualified Respondent or a Qualified Respondent's Collaborator, unless the holding is less than 1% of the voting securities of a company whose shares are listed on an recognized Canadian, American, European, or Asian stock exchange), knowledge, exchange, or comparison of information, or arrangement with any other Qualified Respondent or director, officer, employee, consultant, advisor, agent, or representative of any Qualified Respondent (including any Qualified Respondent's Collaborator). Each Qualified Respondent is responsible for ensuring that its participation in the Consultation and Selection Process is honest and free of any collusion or



fraud. In the event of a case of collusion, the Minister may, in particular, disqualify the Qualified Respondent.

8.8 Lobbying

Qualified Respondents and Qualified Respondents' Collaborators, as well as their respective directors, officers, employees, consultants, agents, advisors, and representatives, cannot engage in any form of lobbying, political or otherwise, aimed at influencing the outcome of the Consultation and Selection Process or the selection of the Preferred Proponent in connection with the Project, the Partnership, or the Consultation and Selection Process. Furthermore, these persons must refrain from communicating (other than expressly permitted by this RFP) with respect to this RFP or the Partnership, either directly or indirectly, with members of the Québec National Assembly or their staff, public servants, or any other person associated with the Project in any way whatsoever, regardless of the purpose, including:

- commenting on or trying to influence the perception of the merit of a Qualified Respondent's Proposal in comparison with the Proposals of other Qualified Respondents;
- influencing or trying to influence, by means of outside pressure, the Selection Committee's evaluation of a Proposal, the selection of the Preferred Proponent, or any negotiations between the Minister and Preferred Proponent;
- promoting a Qualified Respondent or its interests in the Partnership at the expense of those of other Qualified Respondents;
- criticizing certain aspects of the RFP or Partnership Agreement such that it might give one Qualified Respondent a competitive or other advantage over other Qualified Respondents;
- criticizing the Proposals of other Qualified Respondents.

If the Minister determines, at its discretion, that any lobbying or communication by a Qualified Respondent has occurred in violation of the foregoing:

- the Minister may, at any time, reject the Proposal submitted by that Qualified Respondent, without any further consideration and at its discretion, or else revoke the Qualified Respondent's right to continue to participate in the Consultation and Selection Process, or impose conditions on that Qualified Respondent's continuing participation in the Consultation and Selection Process that the Minister, at its discretion, considers to be in the public interest or otherwise appropriate;
- the Qualified Respondent will no longer be eligible to receive the Allowance and Final Compensation described in Clause 2 of the Submission Agreement.



8.9 Communication

All requests for information must be submitted in writing by letter, e-mail, or fax. The Minister's Representative is the only person with whom Qualified Respondents may communicate concerning this RFP.

However, for all communication with the various parties with whom the Private Partner will have to interact as the Project progresses:

- i. upon a written request for authorization, the Ministère will grant its consent subject to conditions (protecting of the confidential information, etc.) to the Qualified Respondent permitting it to communicate directly with Bell Canada, Videotron, Hydro-Quebec, Gaz Metropolitan and the Commission of Electric Services. The Ministère will provide the Qualified Respondent with the name of the contact person, if needed.
- ii. for any other communication with someone other than the Minister's Representative, pertaining to any information relating to the Request for Proposals, the Qualified Respondent must go through the Ministère. All questions or requests must be submitted to the Ministère through the Minister's Representative in accordance with the request for information procedure. The Ministère will send the question to the appropriate entity, and will attempt to obtain a response from the appropriate entity. The Ministère will transmit the response, as the case may be, according to the procedures outlined in Schedule D of the Submission Agreement.

All information communicated to the Qualified Respondent pursuant to the application of item "i" and "ii" above are or will be provided on an as is, as found, no recourse basis. The Minister and the released parties disclaim all liability and in no way guarantee the accuracy, the relevance, or the completeness of the information conveyed.

Any information provided by someone other than the Minister's Representative is not binding upon the Government or the Minister, and Qualified Respondents should not rely on it.

Any communication with the Minister or any other unauthorized person may result in rejection of the Qualified Respondent's Proposal.

8.10 Accuracy of information

With the exception of certain specific data contained in the studies listed in the Partnership Agreement, for which an explicit guarantee is given in the Partnership Agreement, all of the information contained in this RFP that is provided or made available as part of the RFP process has been or will be provided or made available on an as-is, as-found, no-recourse basis. The Minister and the Released Parties, along with the organizations, companies, and persons listed



in **Section 1.4**, disclaim all liability and in no way guarantee the accuracy, relevance, or completeness of the information conveyed. Any representations or guarantees arising from the law, common law, customs, or other practices are expressly disavowed.

Each Qualified Respondent is fully responsible for carefully and meticulously examining the RFP documents and arriving at a complete and thorough understanding of them. Each Qualified Respondent is fully responsible for ensuring that it has all the information necessary to respond to this RFP, for preparing and submitting its Proposal, and for determining the accuracy, relevance, and completeness of any information that it relies on. Each Qualified Respondent is fully responsible for ensuring that it understands the Partnership, for finding out all the general and local conditions associated with implementing the Partnership, and ascertaining any other factor that might affect the implementation of the Partnership (including, without limiting the generality of the foregoing, any aspect that might influence the cost to the Qualified Respondent of performing its obligations under the Partnership or the time required for the Qualified Respondent to perform said obligations) in any way whatsoever. Each Qualified Respondent is fully responsible for obtaining its own independent advisors with respect to the Partnership in connection with financial, legal, accounting, engineering, environmental, technical, traffic and toll revenue, and other matters.

During the RFP, Qualified Respondents may submit a written request to the Minister's Representative if they consider that additional information of a geotechnical, topographical, or other nature is necessary. The Minister reserves the right to respond to such a request if it is deemed to be appropriate. Any new study or information provided by the Ministère as a result will be made available to all Qualified Respondents through the electronic data room. No guarantees are given on such information provided by the Ministère, with the exception of those that are expressly given when the information is released.

Qualified Respondents may conduct their own geotechnical, topographical, or other studies, based on their own judgment, and provided that they abide by the terms of the Submission Agreement as well as all laws and regulations in force.

8.11 Order of precedence

A Qualified Respondent who finds that any provision of the RFP or Partnership Agreement contradicts some other part of the RFP or Partnership Agreement, must notify the Minister's Representative, in writing, including details of the apparent contradiction and a request for clarification. If such a discrepancy exists but is not reported by a Qualified Respondent as specified above, the provision that is, in the Minister's opinion, the most advantageous to the Minister, as determined solely by the Minister, takes precedence.



Subject to the foregoing, in the event of any contradiction or inconsistency between any RFP document or any appendix to **Volume 1**, the order of precedence is as follows, the previous document having precedence over the documents that follows:

- The Partnership Agreement (including all of its appendices);
- The Submission Agreement (including all of its appendices);
- Volume 1 of the RFP (excluding the Submission Agreement).

8.12 Change to the composition of a Qualified Respondent

No changes may be made to a Qualified Respondent's Collaborators, including Members, Participants, and/or Key Individuals, or contractors, consultants, advisors, or other persons specified in the response to the RFQ or the Proposal submitted in response to this RFP, or to the involvement of any Member, Participant, or Key Individual, of the Qualified Respondent, without the Minister's approval. A Qualified Respondent who wishes to make such a change before the Proposal Deadline must immediately inform the Minister's Representative in writing. Such notice must clearly state the proposed change, its nature, and its rationale, so that the Minister can evaluate the request. If replacing a Member, Participant, or Key Individual, the Qualified Respondent must produce the documentation required to establish that the proposed replacement generally has the required qualifications, experience, and competencies in comparison with the original entity or person, and is otherwise qualified to fill the position concerned. The Qualified Respondent must also provide any other documentation or information the Minister might request, at its discretion, in order to become satisfied with the abilities, qualifications, experience, and competencies of the proposed replacement.

The Minister will approve the replacement if the proposed entity or person is acceptable, in the Minister's opinion. This permission will be given in writing, and may be subject to terms and conditions that the Minister may set. If the proposed replacement is not acceptable to the Minister, the Qualified Respondent must propose another replacement for consideration by the Minister. Such replacement will have to have the same abilities, qualifications, experience, and competencies as the original entity or person, be available to work with the Qualified Respondent, and meet the same documentation and information requirements specified above for the originally proposed substitute.

If, after the Proposal Deadline and before the Financial Closing, there is any change involving an addition, removal, or replacement, or any other modification in a Qualified Respondent's Members, Participants, or Key Individuals; a proposed change to the involvement of any Member, Participant, or Key Individual of the Qualified Respondent; or a proposed change to effective control of the Qualified Respondent; or a material change in circumstances that might compromise the Qualified Respondent's ability to perform its obligations under the Partnership



Agreement, then the Qualified Respondent must immediately notify the Minister's Representative, in writing. Such change will not automatically disqualify the Qualified Respondent. The decision as to whether or not to disqualify a Qualified Respondent as a result of such a change lies with the Minister, and will be final and binding upon the parties.

The Minister may, at its discretion, permit a proposed or actual change that is subject to the terms and conditions (if applicable) determined by the Minister. In the event of an actual change that took place earlier, without the Minister's approval, the Minister may disqualify the Qualified Respondent and terminate its continued involvement in the Consultation and Selection Process, or may allow the Qualified Respondent to continue, subject to the terms and conditions determined by the Minister, at its discretion. If an addition, removal, substitution, or other change is permitted by the Minister, the latter may require additional information that will become part of the Proposal and that will be taken into consideration in the Consultation and Selection Process.

8.13 Minister's rights

The Minister has full authority to obtain independent verification of information concerning a Qualified Respondent and its Members, Participants, and Key Individuals.

In addition to the rights and powers set forth elsewhere herein, the Minister reserves the right and full power to:

- disregard any irregularity or non-compliance with requirements by any Proposal, in any Proposal, or in this RFP;
- issue addenda to this RFP to the attention of the Qualified Respondents. All addenda complement or replace (as applicable) the information and requirements that are found in this RFP. Amendments or additions in any form other than by way of an addendum will in no way be binding upon the parties;
- receive additional or new information from any or all Qualified Respondents prior to selecting the Preferred Proponent;
- discuss or allow certain minor changes, amendments, or modifications to the Preferred Proponent's Proposal.

Without limiting the generality of the foregoing, it is understood that the Minister is in no way obliged to select a Preferred Proponent or to enter into the Partnership Agreement with any Qualified Respondent whatsoever, and may terminate the RFP and/or the Consultation and Selection Process at any time, and for any reason that the Minister considers to be in the best interests of the Ministère and the Government, entirely at its discretion.



8.14 Ownership of documentation

The specifications, drawings, documentation, plans, and information provided to Qualified Respondents by the Minister in connection with this RFP or the Partnership are and remain the property of the Minister, and must be treated as confidential, and may not be used for any purpose other than responding to this RFP and ensuring compliance with the Partnership Agreement. At the Minister's request, any drawing, documentation, plan, and information (including all copies made by or for the Qualified Respondent) must be returned to the Minister.

Any material, drawing and plan that are produced, or delivered to the Minister by a Qualified Respondent and that are contained in or form part of its Proposal become the property of the Minister.

The Minister shall keep a copy of all of the Proposals, and may destroy the remaining documentation at its discretion.

8.15 Confidentiality

In the context of this RFP, the Minister requires the Qualified Respondents to sign the Submission Agreement found in **Appendix 1-1**, which contains the confidentiality clauses that are applicable to the RFP and the Consultation and Selection Process.

The Minister will respect the confidentiality of information provided by Qualified Respondents in their Proposals to the extent required by *An Act Respecting Access to Documents Held by Public Bodies and the Protection of Personal Information* (R.S.Q., c. A-2.1). However, the Minister reserves the right to make copies of all Proposals for the purposes of consultation, evaluation, and the RFP approval process purposes, and to give copies and disclose the information that they contain solely to persons involved in consultation, evaluation, and the RFP approval process.

Qualified Respondents may not disclose any details (including, without limiting the generality of the foregoing, issuing a news release or other public announcement) related to their Proposal or the Consultation and Selection Process to anyone who is not specifically involved in their Proposal without the prior written consent of the Minister.

All Qualified Respondents who submit a Proposal consent to the disclosure of the following information:

- Their name;
- If applicable, the fact that their Proposal is considered to be compliant;
- The name of the Preferred Proponent.



By making the necessary adjustments, the foregoing paragraph applies to each Member and Participant of the Qualified Respondent.

8.16 Official version of the RFP document

Only the French version of the RFP document is official and has legal force. The English version is provided solely for guidance.

8.17 Official language

Section 21 of the *Charter of the French Language* (R.S.Q., c. C-11) requires contracts signed by the Government, its departments, and its agencies to be drawn up in the official language, which is French.



Appendix 1-1

Submission Agreement



Appendix 1-1

Submission Agreement

Please refer to the Submission Agreement signed on August 10, 2006 between the Minister and each of the Qualified Respondents, Members and Participants, including the amendment no. 1 issued on October 6, 2006.



Appendix 1-2

Main Components of the Technical Proposal



Appendix 1-2 – Major Components of the Technical Proposal

SECTION 1 – INTRODUCTION

*In opposite to what is indicated on the cover page of the present **Volume 1**, the Appendix 1-2 is the revised version of the Appendix 1-2 dated September 28, 2006 published by addendum No. 1, updated to reflect modifications submitted by means of addendums, questions and answers and the final version of the Partnership Agreement, including the Technical requirements.*

The capitalized terms in this Appendix are defined in Schedule 1 of the Partnership Agreement.

The technical proposal will provide the Minister with the means for assessing the Qualified Respondent's ability to meet the Technical Specifications found in Schedule 5 of the Partnership Agreement.

More specifically, submitted technical Proposals must cover the following aspects:

- Project management system;
- Quality management system;
- Environmental management system;
- Design and construction:
 - ✓ of infrastructure designed, built, maintained and rehabilitated by the Private Partner;
 - ✓ of infrastructure transferred to the Minister;
- Commissioning of the infrastructure;
- Operations, maintenance, and rehabilitation.

In order to facilitate understanding when evaluating Proposals, Qualified Respondents must submit their technical Proposals in a form that complies with the outline of this document, including its detailed numbering format. Drawings must be bound separately and labelled and coded so as to correspond to the descriptive portion of the technical Proposal to which they refer.



The elements comprising the technical Proposal must be submitted in the following format:

Elements	Required format
Text	8.5" x 11" paper, 1.5 line spacing and 11-point font
Tables	8.5" x 11" paper, 1.5 line spacing, 11-point font, or where specifically stated, 11" x 17" paper with minimum 10-point font
Technical reports	8.5" x 11" paper, 1.5 line spacing and 11-point font
Drawings	Originals (for photocopying) on A1 paper at the scale specified in the section, with a PDF copy on CD
Curriculum vitae	8.5" x 11" paper, 1.5 line spacing and 11-point font – Maximum of 3 pages per CV



SECTION 2 – PROJECT MANAGEMENT SYSTEM REQUIREMENTS

2.1 Project organization charts

Qualified Respondents must produce functional organization charts that show the operating units and personnel that will allow them to carry out the entire Project according to the Minister's specifications. Graphic presentation must be on 11" x 17" format, with a minimum 10-point font. More specifically, Qualified Respondents must submit the following organization charts:

- General organization chart of the Qualified Respondent;
- Functional organization chart for the design-build phase;
- Functional organization chart for the OMR phase;
- Organization chart of sub-contractors for the design-build phase;

The following information must be included for each person mentioned:

- ✓ Title, clearly indicating hierarchical level, function and nature of duties as either responsible for a function or as a technical specialist;
- ✓ The incumbent's name.

2.1.1 *Specific requirements for the Qualified Respondent's general organization chart*

- The personnel mentioned in the general organization chart must include the 10 Key Individuals specified in response to the RFQ.
- If any of the 10 key Individuals mentioned in the organization chart is not permanently based in the Greater Montréal Area for the required duration of the Project, then they must have "External resource" added under their name in the chart. That person's workplace and working period in and away from Montréal must be detailed in notes accompanying the chart.

All Participants mentioned in response to the RFQ, if applicable, must appear in the organization charts.



The organization chart submitted and all of the accompanying notes must make it possible to identify:

- The functional and hierarchical relationships among the various responsibilities listed below:
 - ✓ Project management;
 - ✓ Quality management;
 - ✓ Environmental management;
 - ✓ Legal affairs;
 - ✓ Financial management and accounting;
 - ✓ Personnel management;
 - ✓ Procurement;
 - ✓ Communications;
 - ✓ User relations;
 - ✓ Consultation with interested parties;
 - ✓ Basic functions for technical management of the Project.

2.1.2 Specific requirements for the functional organization charts for the design-build phase

The organization charts submitted and all of the accompanying notes must make it possible to identify:

- The proposed interactions with:
 - ✓ The Ministry' representative;
 - ✓ The Ministry's auditor;
 - ✓ The ministère du Développement durable, de l'Environnement et des Parcs (MDDEP);
 - ✓ Fisheries and Oceans Canada;
 - ✓ The City of Laval;



- ✓ The City of Montréal;
- ✓ The Independent Engineer.
- The functional and hierarchical relationships among the various responsibilities listed below:
 - ✓ Geometric design;
 - ✓ Geotechnical design;
 - ✓ Quality control;
 - ✓ Pavement;
 - ✓ Drainage;
 - ✓ Main bridge;
 - ✓ Overpasses and other structures;
 - ✓ Lighting and signs;
 - ✓ Electronic toll system;
 - ✓ CCTV and vehicle detection;
 - ✓ Traffic management;
 - ✓ Landscaping;
 - ✓ Coordination with public utilities;
 - ✓ Communications.

2.1.3 Specific requirements for the functional organization chart for the OMR phase

The organization chart submitted and all of the accompanying notes must make it possible to identify:

- The proposed interactions with:
 - ✓ The Ministry representative;



- ✓ The ministère du Développement durable, de l'Environnement et des Parcs (MDDEP);
 - ✓ Fisheries and Oceans Canada;
 - ✓ The City of Laval;
 - ✓ The City of Montréal;
 - ✓ The Independent Engineer;
 - ✓ Emergency services (fire department, police and ambulance).
- The functional and hierarchical relationships among the various responsibilities listed hereafter:
 - ✓ Emergency measures plan;
 - ✓ Electronic toll system operation;
 - ✓ Maintenance;
 - ✓ Rehabilitation;
 - ✓ Communications.

2.1.4 Specific requirements for the organization chart of sub-contractors for the design-build phase

The organization chart submitted and all of the accompanying notes must make it possible to identify:

- The nature of the services provided by each sub-contractor mentioned;
- Known sub-contractors for professional services with contracts valued at one 1 million dollars or more;
- Known construction sub-contractors with contracts valued at five (5) million dollars or more;
- The principal sub-contractors for the electronic toll system;
- The nature of the work done or goods supplied by each sub-contractor and supplier mentioned.

2.2 Schedules

2.2.1 Design and construction schedule

Qualified Respondents must submit a critical path schedule using software such as «Primavera», «MS-Project» or equivalent and must indicate the design and construction activities from the start of the Project to the commissioning of the infrastructure in a Gantt chart format. The presentation must be carried out on a A0 size format. The proposed schedule must be developed based on the work breakdown structure indicated in Schedule 4, part 1 of the Partnership Agreement, and milestones presented in Schedule 7 of the Partnership Agreement.

As a minimum, the schedule must include specified planned start and finish dates for all of the activities listed below:

- The planning of implementation of the Quality Management System according to paragraph 3.4 of Schedule 5 of the Partnership Agreement for the following stages of ISO 9001: 2000 accreditation:
 - ✓ Instauration of the initial QMS;
 - ✓ Consignment of certification;
 - ✓ Application of the initial QMS;
 - ✓ Instauration of the final QMS;
 - ✓ Application of the final QMS;
 - ✓ Obtaining Certification.
- The planning of implementation of the Environmental Management System , according to paragraph 4.2 of Schedule 5 of the Partnership Agreement for the following stages of ISO 14001:2004 certification:
 - ✓ Instauration of the EMS;
 - ✓ Obtaining Certification;
- The planning of the public consultation, described under-subparagraphs 4.3.3.2 and 4.3.3.3 of Schedule 5 of the Partnership Agreement for the following:
 - ✓ Preparing documents related to the following subjects :
 - Communication plan;



- Visual impacts of the Main Bridge and road infrastructures in the land environment as well as the control measures;
- Control measures related to noise and their impacts, including visual impact;
- Landscaping within the lands that are at the disposal of the Private Partner, therefore within the limits of the Project;
- Protection and the development of the DeMontigny stream eco territory;
- Protection and the development of the wetlands in Laval;
- ✓ Preliminary information periods prior to consultation;
- ✓ Consultation meetings;
- ✓ Presentation to the Ministry of a detailed report on the public consultations.
- The planning of the activities necessary for obtaining the following provincial and federal authorizations:
 - ✓ Provincial authorizations (CAC) for each responsibility which is conferred to the Private Partner at subparagraph 4.3.2 of Schedule 5 of the Partnership Agreement;
 - ✓ Federal authorizations (Fisheries and Oceans Canada) described in subparagraph 4.3.10 of Schedule 5 of the Partnership Agreement.
- Design
 - ✓ Design of the main bridge;
 - ✓ Design of all overpasses;
 - ✓ Pavement design;
 - ✓ Drainage design;
 - ✓ Electronic toll system design;
 - ✓ Interaction sequence with the Independent Engineer;
- Construction
 - ✓ Construction of temporary facilities;
 - ✓ Utility Infrastructures;



- ✓ Construction work on the main bridge:
 - Cofferdams and jetties;
 - Piers and abutments;
 - Spans.
- Construction work on all of the following structures:
 - ✓ Overpasses;
 - ✓ Retaining walls;
 - ✓ Noise-control barriers.
- Construction work on all of the following structures transferred to the Minister:
 - ✓ Overpasses;
 - ✓ Retaining walls;
 - ✓ Noise-control barriers.
- Roadway construction, by segment, for the following activities:
 - ✓ Earthwork;
 - ✓ Pavement sub-structure;
 - ✓ Drainage;
 - ✓ Lighting;
 - ✓ Off-site signage;
 - ✓ Signage on the Adjacent Areas;
 - ✓ Signage on the Site;
 - ✓ CCTV and vehicle detection.
- Construction of the following roadway components transferred to the Minister:
 - ✓ Drainage;



- ✓ Earthwork;
- ✓ Pavement sub-structure;
- ✓ Lighting;
- Work carried out by others;
- Electronic toll system construction;
- Planning of interaction with the Independent Engineer;
- Substantial Completion Certificate (Milestone);
- Substantial Completion Certificate;
- Final Completion Certificate;
- Substantial Completion Certificate (ETS);
- Final Completion Certificate (ETS).

Concerning the conditions of the Order-in-Council 1243-2005, for which the responsibility is conferred to the Ministry or jointly to the Ministry and the Private Partner, the Qualified Respondent must indicate in his proposal the anticipated dates for the achievement of the activities and the tasks related with the Ministry responsibility.

2.2.2 OMR schedule

Qualified Respondents must submit a critical path schedule using softwares such as «Primavera», «MS-Project» or equivalent, and must indicate the activities from the Substantial Completion Date to the Agreement Termination Date in a Gantt chart format. The presentation must be carried out on a A0 size format. The proposed schedule must be developed based on the work breakdown structure and, as a minimum, must specify the planned start and finish dates for all of the activities listed below:

- Inspection of infrastructures;
- Maintenance programme of the infrastructures including the ETS;
- Environmental follow up;
- End-of-term inspection;
- End-of-term works.



2.3 Communication Management Plan

Qualified Respondents must submit a general outline of the communication plans for the design-build phase.

In each plan, Qualified Respondents must briefly describe the nature and means of communications with each of the following clients, taking into account the factors mentioned in Section 2.5 of Schedule 5 of the Partnership Agreement:

- Residents;
- Road users;
- Public transport authorities impacted by the project (STM, STL, CRT of Lanaudière), including para-transit services;
- Agence métropolitaine de Transport (AMT);
- Fire department;
- Ambulance services;
- Municipal Police services;
- Sûreté de Québec (provincial police).

The Qualified Respondent must present an outline of its plan concerning:

- Management of the information requests and complaints;
- Communication procedures and operations;
- Communication data files.



SECTION 3 – QUALITY MANAGEMENT SYSTEM (QMS) REQUIREMENTS

3.1 Quality Management System (QMS)

The Qualified Respondent must prove that its QMS, or that of a Member, Participant or one of its major subcontractors who will have a significant part of the responsibility for design and construction, are compliant with the ISO standard 9001: 2000. With this intention, the Qualified Respondent must present in his Proposal a copy of his registered Certificate or that of a Member, Participant, or major subcontractor.

If at the time of the proposal due date, the Qualified Respondent is not able to present the above mentioned document, it must present the name of the designated major subcontractor who will be compliant with the ISO standard 9001: 2000 no later than 30 days after the agreement start date.



SECTION 4 – ENVIRONMENTAL MANAGEMENT SYSTEM REQUIREMENTS

4.1 Environmental policies

Qualified Respondent must present its processes in relation with environmental requirements under consideration for the Project pertaining to each of conditions 1 to 33 of Order-in-Council 1243-2005 according to the responsibilities sharing presented in section 4.3.2 of Schedule 5 of the Partnership Agreement.

Qualified Respondents must present in their proposal:

- The methodology recommended to accomplish its tasks concerning the conditions of Order-in-Council No. 1243-2005 for both cases where the responsibility for execution is completely ensured by the Private Partner or shared with the Ministry;
- The coordination mechanisms proposed with the Ministry, for the following three (3) types of responsibilities:
 - ✓ Conditions of the Order-in-Council 1243-2005, for which the responsibility for execution is completely ensured by the Private Partner;
 - ✓ Conditions of the Order-in-Council 1243-2005, for which the responsibility for execution is completely ensured by the Ministry;
 - ✓ Conditions of the Order-in-Council 1243-2005, for which the responsibility for execution is shared between the Private Partner and the Ministry.



SECTION 5 – DESIGN AND CONSTRUCTION REQUIREMENTS

This section deals with the requirements for design and construction of the infrastructure Works, excluding the Works transferred to the Minister

The reports and plans required in the present section must exclude the Works transferred to the minister, except for article 5.8 “Maintaining traffic flow during design and construction period” for which requirements apply to all the infrastructure Works designed and built by the Private Partner.

5.1 General

Qualified Respondents must provide supporting technical reports that demonstrate their designs for each of sub-sections 5.2, 5.3, 5.4, 5.5, and 5.7 of Schedule 5 of the Partnership Agreement. The technical reports for each of these sub-sections must include, without being limited to, the following elements:

- Design assumptions;
- Standards and codes used;
- Characteristics of design and environmental requirements;
- Design drawings advanced to the level of detail described in each of the sub-sections;
- Materials used;
- Construction methods;
- The anticipated difficulties and characteristics during construction;
- An outline of the Qualified Respondent’s anticipated Quality Assurance Program. For the Works in relation with OMR conferred to the Private Partner, the Qualified Respondent must specify the type and frequency of the quality control tests planned for each material in order to ensure the quality of the work performed.

5.2 Roadway

5.2.1 Report

In addition to the elements mentioned in Section 5.1, the technical report on the roadway design must include calculations of the structural capacity of the pavement and sub-structure.



5.2.2 Preliminary drawings

Preliminary drawings must be prepared at a scale of 1:1000, or at a larger scale in cases where greater detail and clarity are necessary in order to understand the proposed design concept. These drawings must contain the following information:

- Plan and profile views of the following specific geometric features:
 - ✓ Radii;
 - ✓ Curve lengths;
 - ✓ Visibility distances;
 - ✓ The proposed profile along the geometric control line;
 - ✓ The vertical clearances above the pavement for each structure;
 - ✓ The groundlines of the natural terrain and of the bedrock;
 - ✓ The PI coordinates;
 - ✓ The k values;
 - ✓ The vertical geometry, including vertical curves, points of curvature, tangents, and slopes;
 - ✓ Culverts and bridges;
 - ✓ Utility Infrastructures displacement;
 - ✓ Intersections.
- Pavement markings;
- The location and boundaries of all Structures, including retaining walls and noise-control barriers;
- The basic dimensions of lanes and other components showing typical cross-sections drawn at a scale that allows easy reading, and depicting:
 - ✓ All of the various types of roadways and their condition;
 - ✓ The pavement sub-structure;



- ✓ The width of functional elements, including ditches;
- ✓ Interior and exterior slopes.

5.3 Drainage

5.3.1 Report

In addition to the elements mentioned in **Section 5.1**, the technical report on drainage management must include the following specifications:

- Description of the drainage system:
 - ✓ Type of materials;
 - ✓ Location and dimensions of the control system at outlets;
- The design concept for replacement of the sedimentation basin in Montréal.

5.3.2 Preliminary drawings

Preliminary drawings must be at a scale of 1:1000, and must indicate the following elements:

- The location of principal culverts and pipes;
- The location of sediment collection sites;
- Ditches, showing the direction of flow;
- Drainage channels and discharge points;
- Water retention basins;
- Utility Infrastructures.



5.4 Structures

5.4.1 Report

General:

In addition to the elements mentioned in **Section 5.1**, the technical report on structures must include the following specifications:

- A description of the structural systems (retaining walls, piers, abutments, deck, and foundation);
- A description of protective measures considered in order to ensure its durability;
- Seismic design considerations;
- A description of aesthetic considerations (surface finishing, shapes, colours, etc.).

Main bridge and overpasses:

- A description of the type of foundation (shallow and/or deep) to be used for the piers and abutments, the type of protection apron for these Structures, and any other specific design;
- A description of measures aimed at ensuring accessibility for inspection and maintenance of the Structure;
- A description of the proposed construction strategy (temporary structures required for the construction phase (platforms, coffer dams, guide piers) required in order to facilitate construction), including the strategy for transport and placement of structural components;
- A description of the environmental issues and the methodology for resolving them;
- Identification of utilities or municipal services connected with or in conflict with the engineering Structure.

Noise-control barriers:

Regarding noise-control barriers, the Qualified Respondent must transmit the preliminary evaluation study on ambient noise and on noise generated by the Project, along with the plan for attenuating the effects of noise.



Retaining walls:

More specifically, the report on retaining walls must include the following elements:

- Hydraulic concerns and groundwater;
- Data and geotechnical considerations.

5.4.2 Preliminary drawings

General:

Preliminary drawings must include the following information:

- Plan view;
- Elevation view;
- The deck profile;
- Typical cross-sections of each component of the engineering structure;
- Seating and size of the foundation units;
- Supplementary notes pertaining to the design, levels, types of materials, legends, etc.

Main bridge:

Additional requirements for the main bridge drawings include the following elements:

- The temporary structures required during construction, such as coffer dams, ramps and jetties;
- A typical cross-section that depicts the following elements:
 - ✓ horizontal and vertical clearances;
 - ✓ the depth of the Structure;
 - ✓ the size of the open space;
 - ✓ a description of the spans (length, size, structural composition);
 - ✓ the position of the multipurpose path;



- ✓ the total length.
- Hydraulic and hydrological information, including the high-water level assumed for the design;
- Restraint systems;
- Details of the approach embankments.

Overpasses and structures (retaining walls, traffic signage structure and noise-control barriers):

For all other structures, drawings should include the following elements:

- The type of Structure;
- Clearances and depths of the Structures;
- Drainage systems;
- Anchoring systems, where required (e.g.: in the case of noise-control barriers on the bridge);
- Aesthetic considerations, including surfaces finishing, shapes, and colours.

5.5 Lighting and signage

5.5.1 Report

In addition to the elements mentioned in **Section 5.1**, the technical report on lighting and signage must include the following specifications:

Lighting:

- The methodology for calculating the level and luminance of the lighting;
- Electrical power supply and distribution;
- The type of lighting system recommended.

Signage:

- Design assumptions and type of structure used.



5.5.2 Preliminary drawings

Lighting:

Preliminary lighting drawings must include the following information:

- Position of lighting systems;
- Identification of the type of lighting.

Signage:

In his Proposal, Qualified Respondents must provide a preliminary drawing indicating the toll rate signs to be located on Site and in the Adjacent Areas, as well as the placement and the means of communication used to identify the toll rates.

5.6 Electronic toll system

5.6.1 Report

The technical report on the electronic toll system must include the following specifications:

- A detailed functional flow-process diagram of the electronic toll system, including the transaction audit system;
- A description of the operations centre;
- A description of the automatic vehicle identification system;
- A description of the automatic vehicle classification system;
- A description of the transactions generation system;
- A description of the communication system;
- A description of the customer management system;
- The planned location of the toll collection point.



5.7 CCTV and vehicle detection

5.7.1 Report

The technical report on the CCTV and vehicle detection systems must include the following specifications:

- A description of the CCTV system (types of equipment);
- A description of the vehicle detection system (types of equipment, communication protocol recommended for the transmission of data);
- A description of the telecommunication system for video and data signals (communication mode, types of equipment, recommended communication protocols and interfaces).

5.7.2 Preliminary drawings

Preliminary drawings must include the following information:

- Drawing for the positioning of CCTV stations (including the height of the camera posts, and an illustration of the area covered by the field of view of the cameras);
- A typical drawing of a CCTV station;
- Plan for the positioning of vehicle detection stations;
- A typical drawing of a vehicle detection station;
- Logical and physical diagrams for the video and data signal telecommunication system;
- Layout of conduit duct banks and equipment.

5.8 Maintaining traffic flow during design and construction period

5.8.1 Report

The technical report on maintaining traffic flow during design and construction period must include a description of the methodology used for the following elements:

- Data collection;
- Simulations;



- Traffic analyses.
- The proposed construction strategy, including:
 - ✓ detour routes;
 - ✓ temporary traffic management scenarios;
 - ✓ accessibility requirements, and the strategy for transporting and erecting structural components while respecting the requirements pertaining to the maintenance of traffic flow.

This report must cover the infrastructure Works built and operated by the Private Partner as well as the Works built by the Private Partner and transferred to the Ministry.

5.8.2 Preliminary drawings

Preliminary drawings must include the following information:

- A summary description of the impact on traffic flow at each specific stage of the work, showing:
 - ✓ the configuration of the traffic lanes;
 - ✓ the widths of the lanes;
 - ✓ the location of traffic control devices (e.g.: night work, installation of barriers, lane closures, etc.).
- The phasing plan for the work, showing:
 - ✓ the construction zones;
 - ✓ detour and bypass routes;
 - ✓ public transport systems, when required.



SECTION 6 – DESIGN AND CONSTRUCTION REQUIREMENTS FOR INFRASTRUCTURES TRANSFERRED TO THE MINISTER

This section deals with the requirements of design and construction Works transferred to the Minister

The reports and plans required in the present section apply only to the Works transferred to the minister. However, the requirements as regards to Maintaining traffic flow during design and construction period for the Works transferred to the minister are covered in paragraph 5.8 of the present Appendix 1-2.

6.1 General

Qualified Respondents must provide supporting technical reports that demonstrate their design for each of the sub-sections of Section 6 of Schedule 5 of the Partnership Agreement. The technical reports for each of these sub-sections must include, without being limited to, the following elements:

- The design assumptions;
- Standards and codes used;
- Design details and environmental requirements;
- Design drawings that include the level of detail prescribed in each of the sub-sections;
- Materials used;
- Construction methods;
- The anticipated difficulties and characteristics during construction;
- An outline of the Qualified Respondent's anticipated Quality Assurance Program. For the Works in relation with OMR under the Minister's responsibility, the Qualified Respondent must specify the type and frequency of the quality control tests planned for each material in order to ensure the quality of the work performed.



6.2 Roadway

6.2.1 Preliminary drawings

Preliminary drawings must be prepared at a scale of 1:1000, or at a larger scale in cases where greater detail and clarity are necessary in order to understand the proposed design concept, and must contain the following information:

- Plan and profile views of the following specific geometric features:
 - ✓ Radii;
 - ✓ Curve lengths;
 - ✓ Visibility distances;
 - ✓ The proposed profile along the geometric control line;
 - ✓ The vertical clearances above the pavement for each structure;
 - ✓ The groundlines of the natural terrain and of the bedrock;
 - ✓ The PI coordinates and k values;
 - ✓ The vertical geometry, including vertical curves, points of curvature, tangents, and slopes;
 - ✓ Culverts and bridges;
 - ✓ Utility Infrastructures displacement;
 - ✓ Intersections.
- Pavement markings;
- The location and boundaries of all Structures, including retaining walls and noise-control barriers;
- The basic dimensions of lanes and other components showing typical cross-sections drawn at a scale that allows easy reading, and depicting:
 - ✓ All of the various types of roadways and their condition;
 - ✓ The pavement sub-structure;



- ✓ The width of functional elements, including ditches;
- ✓ Interior and exterior slopes.

6.3 Drainage

6.3.1 Report

In addition to the elements mentioned in **Section 6.1**, the technical report on drainage layout must include the following specifications:

- Description of the drainage system;
 - ✓ Type of materials;
 - ✓ Location and dimensions of the control system at outlets.

6.3.2 Preliminary drawings

Preliminary drainage design drawings must be at a scale of 1:1000, and must include the following elements:

- The location of principal culverts and pipes;
- The location of sediment collection sites;
- Ditches, showing the direction of flow;
- Drainage channels and discharge points;
- Water retention basins;
- Utility Infrastructures.



6.4 Structures

6.4.1 Report

General:

In addition to the elements mentioned in **Section 6.1**, the technical report on structures must include the following specifications:

- A description of the structural systems (retaining walls, piers, abutments, deck, and foundation);
- A description of protective measures considered in order to ensure its durability;
- Seismic design considerations;
- A description of the applied loads on all critical components, including their factors loads;
- A description of aesthetic considerations (surface finishing, shapes, colours, etc.).

Overpasses:

- A description of the type of foundation (shallow and/or deep) to be used for the piers and abutments, the type of protection apron for these Structures, and any other specific design;
- A description of measures aimed at ensuring accessibility for inspection and maintenance of the Structure;
- A description of the proposed construction strategy (temporary structures required for the construction phase including the strategy for transport and placement of structural components);
- Identification of utilities or municipal services connected with or in conflict with the Structures.

Retaining walls:

More specifically, the report on retaining walls must include the following elements:

- Hydraulic concerns and groundwater;
- Data and geotechnical considerations.



6.4.2 Preliminary drawings

General:

Preliminary drawings must include the following information:

- Plan view;
- Elevation view;
- The deck profile;
- Typical cross-sections of each component of the structures;
- Seating and size of the foundation units;
- Supplementary notes pertaining to the design, levels, types of materials, legends, etc.

Overpasses and structures (retaining walls, traffic signage structure and noise-control barriers):

For all other structures, the additional requirements for the drawings should include the following elements:

- The type of structure;
- Clearances and depths of the structures;
- Drainage systems;
- Anchoring systems, where required;
- Aesthetic considerations, including surface finishing, shapes, and colours.

6.5 Lighting and traffic signals

6.5.1 Report

In addition to the elements mentioned in **Section 6.1**, the technical report on lighting and traffic signals must include the following specifications:

Lighting:

- The methodology for calculating the level and luminance of the lighting;



- Electrical power supply and distribution;
- The type of lighting system recommended.

Signage:

- Design assumptions and type of structure used.

6.5.2 Preliminary drawings

Lighting:

Preliminary lighting drawings must include the following information:

- Position of lighting systems;
- Identification of the type of lighting.



SECTION 7 – REQUIREMENTS PERTAINING TO THE COMMISSIONING OF THE ELECTRONIC TOLL SYSTEM

7.1 Commissioning plan for the Electronic Toll System

Qualified Respondents must submit a plan for the ETS which must cover the following points:

- In factory test procedures (off-site) preceding ETS Substantial Completion;
- On site test procedures for ETS Substantial Completion.



SECTION 8 – REQUIREMENTS PERTAINING TO OPERATION, MAINTENANCE, AND REHABILITATION (OMR)

8.1 Network monitoring program

Qualified Respondents must outline their infrastructure monitoring program, which must cover the basic requirements described in Section 8.2.1 of Schedule 5 of the Partnership Agreement.

8.2 Emergency procedures plan

Qualified Respondents must outline their emergency procedures plan, which must cover the basic requirements described in Section 8.2.2 of Schedule 5 of the Partnership Agreement.

8.3 Infrastructure OMR program

Qualified Respondents must outline their infrastructure OMR program, which must cover the following elements:

- The inspection program for the main Bridge, overpasses, other structures, roadway, drainage and the ETS;
- The maintenance program for the main Bridge, overpasses, other structures, roadway, drainage and the ETS;
- The rehabilitation program for the main Bridge, overpasses, other structures, roadway, drainage and the ETS;
- Winter maintenance.

8.4 Operating program for the Electronic Toll System

Qualified Respondents must outline their operating and maintenance program for the Electronic Toll System, which must cover the basic requirements described in Section 8.8 of Schedule 5 of the Partnership Agreement. The plan must cover the following elements:

- Testing program and the ETS configuration management program;
- Processing of requests for opening customer accounts;
- Management of customer accounts;



- Account information requests;
- Account statements;
- Updating financial information;
- Revenue recovery and account reconciliation;
- Monthly closing;
- Monthly reconciliation;
- Year-end closing;
- Telephone system (interactive voice response system);
- Monthly maintenance activity and report;
- Monthly support activities on applications and databases.



Appendix 1-3

**Main components
of the financing plan and
the financial model**



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
This Appendix summarizes the instructions to be followed by Qualified Respondents in developing their financing plan and financial model.		
3.1	Financing plan	Qualified Respondents must provide a detailed description of the proposed financial structure and financing instruments for the undertaking of the Partnership. They must demonstrate that the proposed financing is sufficient to cover all of the needs of the Partnership during its term (including design, construction, operation, and maintenance). Qualified Respondents must also provide confirmation of the participation of the Lenders for the entire amount of the Initial Financing of the Partnership.
3.1.1	General information	<ol style="list-style-type: none"> 1. The financing plan must include a description of the proposed financial structure, as well as the financing sources and instruments and the terms and conditions of the latter. The Minister expects that the financing plan will be at a sufficiently advanced state of development to provide a very high level of confidence with respect to the likelihood of its realization within the 90 days following the announcement of the Preferred Proponent. The proportion and source of Equity, Loans (bank, bond or other), and other Financing Instruments must be established. 2. In order to minimize the risk at Financial Closing, and to comply with the schedule proposed by the Minister, the latter will not accept a financing plan under which the Qualified Respondent proposes to rely on a best efforts underwriting arrangement to implement the Initial Financing. As a result, any financial proposal that is submitted on this basis will be judged to be non-compliant. 3. For the purposes of preparing their Proposals, Qualified Respondents must use the Benchmark Interest Rate prevailing on March 16, 2007, at 11:00 a.m. Montreal time, which is two (2) weeks before the Proposal Deadline. Qualified Respondents must provide the Bloomberg identification (“ticker code”) of the Benchmark Interest Rate used for each of the Loans.



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
3.1.2	Financing conditions – Loans	<p>With respect to Loans (bank, bond, or any other type), the financial proposal must include a description of the following elements:</p> <ul style="list-style-type: none"> a) the type of Loan; b) the purpose of the Loan; c) the amount of the financing and the currency; d) the use of funds schedule; e) the principal repayment schedule and the prepayment conditions, including make-whole clauses; f) details concerning the terms of payment (grace periods), where applicable; g) the interest rate (fixed or variable), specifying the Benchmark Interest Rate and the premium to the Benchmark Rate; h) conversion rights, where applicable; i) engagement fees, underwriting fees, commitment fees, breakage costs and other expenses; j) guarantees required; k) insurance or performance and payment guarantees required; l) reserve account requirements (debt service, maintenance, etc.); m) financial ratios to be maintained and other requirements and restrictive clauses; n) events of default; o) step-in rights; p) hedging strategies proposed for mitigating the risks of interest rate, inflation, and exchange rate fluctuations, where applicable; q) conditions precedent; r) requirements pertaining to the due diligence review. The due diligence review should have been completed before submission of the Proposals; s) any other restrictions, requirements, or conditions that could significantly influence the capacity of the Qualified Respondent to finalize the financing or to use the committed funds after the Financial Closing.



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
3.1.2	Financing conditions – Loans (continued)	This information must be provided on a term sheet for each Financing Instrument. This term sheet, which may be prepared in French or in English, must be attached to the letter of confirmation that is provided by the Lenders (see Appendix 1-6).
3.1.3	Financing conditions – Equity	<ol style="list-style-type: none"> 1. With respect to Equity investments, the financial proposal must include the following elements: <ol style="list-style-type: none"> b) the injection of funds schedule for each Lender; c) the subscription terms, including the anticipated return on the Equity invested; d) the conditions under which the funds will be committed; e) the voting rights and ownership structure of the Private Partner; f) the conditions to be satisfied for the payment of dividends or any other type of distribution. This information must be provided on a term sheet for each Financing Instrument. This term sheet, which may be prepared in French or in English, must be attached to the letter of confirmation that is provided by the Lenders (see Appendix 1-6). 2. For each of the financing instruments presented in 3.1.2, 3.1.3 and 3.1.4, the financial proposal must include: <ol style="list-style-type: none"> a) the identity of each Lender; b) the amount that will be invested by each Lender.
3.1.4	Financing conditions – Other financial commitments of the Qualified Respondent, Members, and Participants	<ol style="list-style-type: none"> 1. Any financial commitment from the Qualified Respondent, or of a Member or a Participant in a form other than Loans and Equity (e.g.: parent company guarantees, stand-by facilities, etc.) must be approved and committed, subject to legal documentation. 2. This approval or commitment must be given in the form of a resolution of the board of directors, approving it as stated.
3.1.5	Financing conditions – Other Financing Instruments	In cases where Financing Instruments other than Loans (Section 3.1.2), Equity (Section 3.1.3), or other commitments (Section 3.1.4) are anticipated for the Partnership, the Qualified Respondent must present the financing conditions of these instruments with the same level of detail as required for Loans and Equity. This information must be provided on a term sheet for each Financing Instrument, which must be attached to the letter of confirmation provided by the Lenders (see Appendix 1-6). This list may be prepared in French or in English.



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
3.1.6	Credit rating	If implementing the financing in place requires a credit rating, the Qualified Respondent must present a shadow rating from a recognized credit rating agency. Where applicable, the Qualified Respondent must also submit the timetable established for obtaining the final credit rating.
3.1.7	Implementation of financing	A Qualified Respondent must present the timetable that it plans to follow in order to effect Financial Closing of the Partnership by the deadline established further to its selection as the Preferred Proponent. This timetable must respect the timetable proposed by the Minister, which is 90 days after the announcement of the Preferred Proponent.
3.1.8	Robustness of the financing plan	The Qualified Respondent must provide a description of the robustness of its financing plan, including details concerning the management of principal risks (e.g.: interest rates, inflation, revenues, construction schedule, capital expenditures, operations, regular maintenance, major maintenance, etc.), among other things.
3.2	Financial model	
3.2.1	General information	Qualified Respondents must submit electronic (on DVD) and hard copies of the complete and operational financial model used in preparing the Proposal. This financial model must be accompanied by an assumptions book and an instruction booklet. Each Qualified Respondent is free to develop its financial model at its discretion, insofar as the model meets the criteria presented in this Section.



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
3.2.2	Structure of the financial model	<p>1. The model must meet the following criteria:</p> <ul style="list-style-type: none"> a) the financial model must be prepared on a monthly basis during the period ending at the Substantial Completion Date, and on an annual, semi-annual, or quarterly basis after the Substantial Completion Date; b) the financial model must be properly constructed, and must have a professional appearance; c) the financial model must be produced using Microsoft Excel 2002 or a later version; d) every sheet must be formatted in such a way that the printed information is clear and legible, using 8½" x 11" or 11" x 17" paper; e) the financial model must be presented in thousands of nominal Canadian dollars, without decimals; f) the financial model must cover the entire term of the Partnership Agreement; g) the cells that contain manual inputs must be shown in blue; h) no sheet or cell may be hidden, and the file must not be password-protected; i) calculations must be sufficiently disaggregated that they can be followed logically on screen or on paper without having to examine the content of each cell; j) a limited number of nested formulas ("if" or "si") must be used; k) if the financial model contains circular references, it must include a description of the locations of these references and the reasons why they are present. In addition, the circular references must be resolved, that is, the software must find a solution; l) in order to avoid circular references, the financial model must not contain macros; m) the conditions attached to the financing instruments must be those that are presented in the term sheets required in Sections 3.1.2, 3.1.3, 3.1.4, and 3.1.5 above. The Benchmark Interest Rates must be those that prevail on March 16, 2007. <p>2. Qualified Respondents must use the following inputs in developing their financial models:</p> <ul style="list-style-type: none"> a) the start date for the financial model must be November 1, 2007; b) the closing date for the financial model must be October 31, 2042; c) the discount rate applied to the Availability payments required must be 6.5%;



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL

SECTION	TITLE	CONTENT
3.2.2	Structure of the financial model (continued)	<ul style="list-style-type: none"> d) The expected amount for landscaping must be one million five hundred thousand dollars (\$1,500,000) (Part 4 of Schedule 5 of the Partnership Agreement); e) The expected amount for the architectural treatment of noise-abatement structures must be one million dollars (\$1,000,000) (Part 4 of Schedule 5 of the Partnership Agreement); f) The expected amount for the architectural treatment of grade separations to harmonize must be five hundred thousand dollars (\$500,000) (Part 4 of Schedule 5 of the Partnership Agreement); g) The expected amount for the relocation of utility infrastructure costs must be four million dollars (\$4,000,000) (paragraph 26.3.6 of the Partnership Agreement); h) The expected amount for implementation fees to cover the installation of the technological infrastructure and development of computer application software of the SAAQ required for the materialization of this agreement must be two million eight hundred and seven thousand dollars (2,807,000\$) (Part 4 of Schedule 5 of the Partnership Agreement); i) The expected amount for annual maintenance fees for the technological infrastructure and computer application software of the SAAQ must be three hundred and seventy seven thousand dollars (377,000\$) for the initial payment and three hundred and two thousand dollars (\$302,000) for the years following the system initialization anniversary (Part 4 of Schedule 16 of the Partnership Agreement); j) The expected amount for the expenses linked to the financing of major upgrades according to the agreement with the SAAQ must be two hundred and eighty thousand seven hundred dollars (280 700\$) annually (Part 4 of Schedule 16 of the Partnership Agreement) and follow the assumption deriving from Paragraph 3.11 of the Partnership agreement that there will be no adjustments to this amount.



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
3.2.3	Outputs required	<p>3. The financial model must contain at least the following output sheets:</p> <ul style="list-style-type: none"> a) the Flow of Funds of the Partnership, as presented in Appendix 1-8; b) complete financial statements, including a balance sheet, an income statement, a statement of retained earnings, and a statement of cash flows. These financial statements must be prepared in accordance with generally accepted accounting principles in Canada on January 31, 2007; c) a summary sheet that contains the following elements: <ul style="list-style-type: none"> ✓ financial ratios, as requested by the Lenders, which indicate the capital structure established in the financial plan, notably debt service coverage ratios, including the minimum ratio, the average ratio, and the ratio calculated over the term of the loan; ✓ Equity internal rate of return (“Equity IRR”); ✓ Project internal rate of return (“Project IRR”).
3.2.4	Flexibility required	<p>The financial model must allow sensitivity analyses to be carried out using the following elements:</p> <ul style="list-style-type: none"> a) variation in the rate of inflation during the construction period; b) variation in the rate of inflation during the period of operation; c) variation in interest rates (expressed in basis points); d) variation (expressed in percentages) in capital expenditures and in costs of operations, regular maintenance, and major maintenance; e) variation (expressed in percentages) in availability payments; f) variation (expressed in percentages) of remittances linked to toll revenue; g) variation in the construction schedule: <ul style="list-style-type: none"> ▪ 6-month reduction in the construction period; ▪ 12-month increase in the construction period.



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL						
SECTION	TITLE	CONTENT				
3.2.5	Sensitivity analyses	The financial model must contain the following sensitivity analyses:				
		Sensitivity	Debt service coverage ratio	Debt service coverage ratio	Ratio calculated over the term of the loan	Equity internal rate of return
			Minimum ratio	Average ratio	Minimum ratio	
			Ratio	Year		
		Inflation +0.5%				
		Inflation -0.5%				
		Interest rate +0.5%				
		Interest rate -0.5%				
		Construction schedule +12 mois				
		Operating costs +20%				
		Capital expenditures +10%				
		Revenues -10%				
		Revenues -20%				



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
3.2.6	Assumptions book	<ol style="list-style-type: none">1. The assumptions book must set out the following elements in sufficient detail to allow users to obtain a clear understanding of the financial model:<ol style="list-style-type: none">a) a summary of the financing plan, including the term sheet for each Financing Instrument;b) assumptions pertaining to construction costs, and more specifically, those that relate to the cost of:



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
		<ul style="list-style-type: none"> ✓ the main bridge – in-river piers; ✓ the main bridge – deck; ✓ the main bridge – roadway and other elements; ✓ each overpass; ✓ service roads; ✓ express lanes; ✓ related structures (intelligent transport system, overhead signage, lighting, etc.); ✓ maintaining traffic flow; ✓ electronic toll system; <p>c) assumptions pertaining to the operating costs of the road and the electronic toll system, and more specifically, those that relate to:</p> <ul style="list-style-type: none"> ✓ insurance; ✓ taxes; ✓ all other operating costs. <p>d) assumptions pertaining to the costs of regular and major maintenance;</p> <p>e) the assumptions pertaining to the amounts in the section 3.2.2, 2d to 2j of this Appendix;</p> <p>f) assumptions pertaining to the projected toll revenues of the Private Partner (including the toll structure and traffic volume);</p> <p>g) the construction schedule and the schedules for regular and major maintenance;</p> <p>h) the use of funds schedule for each type of Financing Instrument;</p> <p>i) economic and financial assumptions, including tax assumptions;</p> <p>j) accounting assumptions;</p> <p>k) assumptions pertaining to working capital;</p>



APPENDIX 1-3: MAIN COMPONENTS OF THE FINANCING PLAN AND THE FINANCIAL MODEL		
SECTION	TITLE	CONTENT
		<p>l) any other assumptions that are required in order to develop the financial model.</p> <p>2. The financial model must be consistent with the assumptions book. In the event of an inconsistency, the Minister may require the Qualified Respondent to change the assumption book to reflect the financial model.</p>
3.2.7	Instruction booklet	<ul style="list-style-type: none">• The instruction booklet must explain the various functionalities of the financial model in sufficient detail to allow users to manipulate it effectively. More specifically, the instruction booklet must include:<ul style="list-style-type: none">✓ instructions pertaining to the method for changing inputs;✓ instructions pertaining to the method for running the model after making changes to the inputs;✓ instructions pertaining to the method for printing the sheets contained in the model;✓ a summary of the sheets contained in the model and the information therein;✓ details concerning complex and/or unusual formulas;✓ instructions pertaining to the method for performing sensitivity analyses.



Appendix 1-4

Insurance Requirements



Insurance Requirements for the RFP

The Private Partner will be required to purchase, provide, and maintain in force, or cause to be purchased, provided, and maintained in force by a person acting for his account, the insurance coverages described in this Appendix. The insurance coverages described in Sections 1 and 2 below must be put into place during the design-construction period. In addition, the Private Partner will be required to purchase the insurance coverages described in Section 3 below during the period of operation. This general description is provided for information purposes only. The complete list of insurance requirements is included in Section 20 of the Partnership Agreement.

With respect to the insurance program covering the design-construction period, the Qualified Respondent must produce, along with its Proposal, a letter from the insurance broker that it has designated, prepared on the letterhead of the insurance broker, bearing a date that is not earlier than five days preceding the Proposal Deadline, and signed by an authorized signatory of the insurance broker. This letter must include a table that identifies and bears the signature of the underwriters who have agreed to provide the insurance coverages. In addition, the Qualified Respondent must provide a letter of commitment from each underwriter, confirming the information pertaining to the coverages that it will provide to the Qualified Respondent if it is selected as the Private Partner.

If the Qualified Respondent has designated more than one insurance broker, each insurance broker must produce a letter that satisfies the above-mentioned requirements. Each of these letters must clearly identify the elements of the insurance program assigned to each of the insurance brokers. The letter from each of the insurance brokers must deal only with the insurance elements of the design-construction period assigned to that broker.

It is a mandatory requirement that the Qualified Respondent's insurance broker(s) follow the format of the letter presented in **Appendix 1-5**.

1. Insurance coverages required during the design-construction period

1.1 Blanket public liability insurance for the construction site ("Wrap-Up")

Blanket public liability insurance, purchased on an events basis, issued jointly to the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer, the Lenders, all other general contractors, sub-contractors, suppliers (in relation to the Project activities), skilled workers, engineers, architects, expert advisors, secondary advisors, all other persons reasonably required by the Minister for the Private Partner who is considered as insured persons or additional insured persons, if any, and their successors and assigns.



The coverage limit shall not be less than 10 million dollars per event or per claim (may be structured as primary and secondary units, or as primary units and umbrella insurance and/or surplus units). Blanket amounts per policy year are permitted for coverage of the products, coverage of the completed operations, and coverage of errors and omissions related to employee benefits. No other blanket amount per policy year shall be allowed. The deductible per event or per claim shall not exceed 250 thousand dollars.

The anticipated coverages for the completed construction works must remain in force for thirty-six (36) months following the Final Completion Date.

1.2 Blanket (“Wrap-Up”) professional liability insurance (errors and omissions specific to the Partnership)

Professional liability insurance (errors and omissions) for the design work, providing coverage allocated to the Partnership and extending from the beginning date of the design and engineering phase up to the Final Completion Date.

This insurance must also include a discovery period, which shall not be less than thirty-six (36) months. The coverage shall be issued jointly for the benefit of the Private Partner, the advisors of the Private Partner, the Independent Engineer, numerous other engineers, the architects, the management and procurement staff, and the secondary advisors involved in the detailed design work or in the design and engineering aspects of the works, in light of the detailed design work, offering a coverage allocated to the Partnership.

The liability limit of the policy shall not be less than 10 million dollars per claim/per year of insurance or 10 million dollars per claim/ [blanket amount for the duration of the Project (10 million dollars multiplied by the number of years required by the policy, according to the Partnership Agreement)] and per blanket amount per policy year. The maximum deductible shall not exceed 250 thousand dollars per claim.

1.3 Comprehensive worksite insurance (risks for structures under construction)

Comprehensive worksite insurance covering property up to an amount that shall not be less than a catastrophe limit of 150 million dollars per event (except for certain insurance coverages which will be subject to limit of guarantees).

This insurance shall be issued jointly for the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer and the Lenders, and any other person reasonably required by the Minister, the Lenders, or the Private Partner, who would be added to the list of insured from time to time. The maximum deductible shall not exceed 250 thousand dollars per claim, except in the case of an earthquake where the deductible will not be over 3% of the insurance policy limit.



1.4 Employer's liability insurance

Employer's liability insurance covering employees of the Private Partner, in accordance with the legislation and regulations in force in the Province of Québec. The Private Partner shall ensure that proof of employer's liability insurance is provided by its advisors, as well as by all other contractors, sub-contractors, suppliers, and tradesmen who will be working on the worksite, including the Independent Engineer.

1.5 Public liability insurance against environmental damage – (for contractors)

Public liability insurance against environmental damage issued jointly for the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer and the Lenders. This insurance must include all Activities related to the Partnership, on a blanket basis, and must cover both gradual and sudden pollution, among other things.

The liability limit shall not be less than 10 million dollars per claim/per year of insurance or 10 million dollars per claim/ [blanket amount for the duration of the Project (10 million dollars multiplied by the number of years required by the policy, according to the Partnership Agreement)] and per blanket amount per policy year. The deductible shall not exceed 250 thousand dollars per claim.

1.6 Other insurance coverages

Any other type, form, or amount of insurance that may be required to protect property or persons associated with the Partnership, and arising or having the possibility of arising from the specific nature, from the design of the work, or from the methods of construction used, or having the possibility of being used in the execution of the work by the Private Partner, in application of the legislation and regulations in force, or as otherwise reasonably required by a modification of the Minister (as defined in Schedule 5 of the Partnership Agreement) and by the Lenders.



2. Performance and labour and material payment bonds/Irrevocable Letter of Credit

Immediately upon signing of the Partnership Agreement, the Private Partner must provide or cause to be provided to the Minister, performance and labour and material payment bonds or an irrevocable letter of credit. These bonds/letter of credit must be approved by the Minister.

2.1 Performance/Labour and material payment bonds

The Private Partner shall provide to the Minister a performance bond as well as a labour and material payment bond for a total amount equal to 100% of the estimated total cost of the works, 50% of which will be for the fulfilment of the works and 50% of which will be for the labour and material payment. The performance bond shall remain in effect until the first anniversary of the Final Completion Date. The bonds shall designate the Minister and the Lenders as co-beneficiaries. The bonds shall be issued by a duly authorized guarantor, licensed to conduct business in the Province of Québec.

The labour and material payment bond shall remain in effect until the later of the following dates: (i) the date on which the Minister is satisfied that all payments or claims relating to the labour and materials provided for the structures have been discharged or executed; and (ii) the date of expiration of one year from the Final Completion Date.

OR (at the option of the Private Partner)

2.2 Irrevocable letter of credit

The Private Partner shall provide to the Minister and to the Lenders as co-beneficiaries a letter of credit in an amount equal to 10% of the total estimated cost of the construction work issued by a chartered bank listed in schedules I, II, and III (Section 14) of the *Bank Act* and acceptable to the Minister entirely at its discretion, or by a Québec financial cooperative that is acceptable to the Minister, entirely at its discretion,. The letter must be irrevocable, unconditional, and payable on demand. It shall remain valid for a period of one year from the Final Completion Date.

3. Insurance coverages required during the period of operation

The following description of the insurance requirements during the period of operation is provided for information purposes only. The complete listing of these insurance requirements is presented in Section 20 of the Partnership Agreement.



3.1 General public liability insurance

General public liability insurance issued jointly for the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer and the Lenders and any other persons who are reasonably required by the Minister, the Lenders, or the Private Partner, and whose names, along with the names of their successors and respective assigns, shall be added from time to time as additional insureds. This insurance must provide coverage for property damage, personal injury, and bodily harm (including death) arising from the operations and Activities related to the structures and to the control and utilization of the right-of-way by the insureds, and in consequence of the operation and maintenance of the structures. The insurance must be purchased on an events basis.

The coverage limit shall not be less than 10 million dollars per event or per claim (under any combination of primary insurance, supplementary insurance, umbrella public liability insurance, and surplus units). Blanket amounts per policy year shall be permitted for coverage of the products and completed operations, and for coverage of errors and omissions related to the management of employee benefits. No other blanket amount per policy year shall be allowed. The deductible per event or per claim submitted shall not exceed 50 thousand dollars.

3.2 Environmental damage insurance

Environmental damage insurance with a liability limit of not less than 10 million dollars per claim/per year of insurance or 10 million dollars per claim/ [blanket amount for the duration of the Project (10 million dollars multiplied by the number of years required by the policy, according to the Partnership Agreement)] and per blanket amount per policy year. . This insurance shall be issued jointly for the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer and the Lenders jointly. The deductible applicable per event/incident shall not exceed 250 thousand dollars.

3.3 Comprehensive property insurance

Comprehensive property insurance with a combined per-event property damage coverage limit of not less than the higher of the following two amounts:

- a catastrophe limit of 75 million dollars per event, or
- 100% of the “Maximum Possible Loss”, which shall be established after the Financial Closing, on the basis of a written estimate prepared by the advisors to the Private Partner and approved by the Minister.

This insurance shall be issued jointly for the Private Partner, the advisors of the Private Partner, the Minister, the Independent Engineer and the Lenders and any other persons who are reasonably required by the Minister or the Lenders, and whose names, along with



the names of their successors and respective assigns, shall be added from time to time as additional insureds. The deductible for the property damage insurance shall not exceed 250 thousand dollars per event, except in the case of an earthquake where the deductible will not be over 3% of the insurance policy limit.,

3.4 Employer's liability insurance

Employer's liability insurance covering the employees of the Private Partner, in accordance with the legislation in force in the Province of Québec. The Private Partner shall ensure that proof of employer's liability insurance is provided by its advisors, as well as by all other contractors, sub-contractors, suppliers, and tradesmen working on the structures or on the right-of-way.

3.5 Other insurance

Any other type, form, or amount of insurance that may be required in order to protect property or persons associated with the operation or maintenance of the structures, electronic toll system, or right-of-way, as required by the legislation or regulations in force, or as otherwise reasonably required by a modification of the Minister (as defined in Schedule 1 of the Partnership Agreement) and by the Lenders.



Appendix 1-5

**Letter of Intent
from Insurance Brokers**



[Date]

[Name and address of the Qualified Respondent]

Re: Insurance coverage for the design-construction period of the structures (including the electronic toll system)

Qualified Respondent: [name of Qualified Respondent] (the “Qualified Respondent”)

Design, construction, financing, operation, and maintenance of the completion of Autoroute 25 in the Montréal Metropolitan Area (the “Partnership”)

[name of broker] (“name”) confirms that it has been appointed by the Qualified Respondent to act as insurance broker in connection with the insurance coverage required during the design-construction period of the Partnership.

“name” has reviewed the Request for Proposals of the Partnership, including the Partnership Agreement and the insurance requirements stipulated therein. We hereby confirm that the requirements specified have been included in the insurance program for the design-construction period, which we will develop in the name of Qualified Respondent if its proposal (the “Proposal”) is accepted.

The estimated total cost of the insurance premiums for the entire term of the design-construction period, including any period of extended coverage following the Substantial Completion Date is \$ _____ (in Canadian dollars). We hereby confirm that all of the insurance requirements stipulated in the Partnership Agreement have been included in this cost estimate.

In our opinion, the estimated total cost of the insurance premiums is the most favourable offer that we are able to make as of the date of this letter.

In our opinion, if the Proposal submitted by the Qualified Respondent is accepted, we believe that we are in a position to satisfy the insurance requirements for the design-construction period, as set out in the Request for Proposals and its Appendices, and in the Partnership Agreement. As of the date of this letter, we are not aware of any obstacle that is likely to prevent us from producing insurance policies that comply with the requirements stipulated in the Partnership Agreement, or from doing so in the allotted time (i.e.: 90 days after announcement of the Qualified Respondent). The date of entry into force of these insurance policies shall be the same as that of the signing of the Partnership Agreement.

[Signature of authorized signatory]

[Name of authorized signatory of the insurance broker]

[Title]



Name of insurance broker: _____

Insurance coverage for the design-construction period of the structures (including the electronic toll system)

Qualified Respondent: [name of Qualified Respondent] (the “Qualified Respondent”)

Design, construction, financing, operation, and maintenance of the completion of Autoroute 25 in the Montréal metropolitan area (the “Partnership”)

Attached to, and constituting an integral part of, the letter of intent (design and construction period of the structures, including the electronic toll system)

COVERAGES	UNDERWRITERS	INSURED AMOUNTS OR EQUITY INTEREST (%)	SIGNATURE OF UNDERWRITER
Blanket public liability insurance for the worksite (“Wrap-Up”)	By:		
Blanket professional liability insurance (errors and omissions specific to the Partnership)	By:		
Comprehensive worksite insurance	By:		
Public liability insurance against environmental damage	By:		



Appendix 1-6

**Letter of Confirmation
from Lenders**



[Date]

Ministre des Transports du Québec
500, René-Lévesque Blvd. West, Suite 1340
Montréal (Quebec) H1Z 1W7

Minister:

Re: Design, construction, financing, operation, and maintenance of the completion of Autoroute 25 in the Montréal metropolitan area (the "Partnership")

Qualified Respondent: [name of Qualified Respondent] (the "Qualified Respondent")

[Lender] is pleased to provide this letter of confirmation in support of the financial proposal of [name of Qualified Respondent] (the "Proposal"), which is submitted in connection with the Partnership on March 30, 2007, in accordance with the requirements of the Request for Proposals that was issued by the Ministre des Transports du Québec (the "Minister") on July 20, 2006 and revised on January 30, 2007.

In support of the Proposal, we confirm that we have completed all aspects of our due diligence review in sufficient detail and discipline to allow us to approve granting to the Qualified Respondent financing in support of its Proposal. We provide this offer of financing on the basis of the terms and conditions set out in the term sheet attached hereto, subject only to the conditions listed in this letter.

The due diligence review was carried out by us and by [●, ● and ●, etc. (including legal advisors)] on our behalf. More specifically, we consider that the following elements, which have undergone review, are satisfactory:

- the technical aspects of the design and construction of the Partnership;
- the technical aspects of the operation and maintenance of the Partnership;
- all other technical aspects of the Partnership;
- the projections for the Partnership with respect to traffic and revenues from Users.

We confirm that we accept the terms and conditions set out in:

- the Proposal;
- the revised and final version of the Partnership Agreement dated January 8, 2007, including all addendums which could be submitted between January 8 and March 30, 2007. (the "Partnership Agreement");



- the revised and final version of the Technical Specifications dated January 8, 2007 presented in Schedule 5 of the Partnership Agreement, including all addendums which could be submitted between January 8 and March 30, 2007. (“the Technical Specifications”);
- the heads of terms of the contracts and sub-contracts;
- any other agreement relevant to the Partnership.

We consider that our review of the financial model accompanying the Proposal (the “Model”) is complete. We consider that all of the inputs of the Model are reasonable, and we believe that the cash flow forecasts of the Model of the Qualified Respondent are in compliance with the conditions pertaining to the financing instruments contemplated in the proposed financing plan that is contained in the Proposal.

We have carried out the full range of our financial analyses and relevant sensitivity analyses, and we are satisfied with the financing plan, the Partnership Agreement, and the other agreements and contracts associated with the Proposal.

The terms and conditions of financing attached hereto in the term sheet set out the principal terms and conditions of this financing instrument, which will serve as the basis of the legal documentation that will be completed if the Minister accepts the Proposal, but no later than [date].

We are satisfied that we are in a position to complete the Financial Closing within the 90 days following announcement of the Preferred Proponent, subject to obtaining the Government’s prior approval referred to in **Section 4.1.12** of Volume 1 of the Request for Proposals.

We confirm that we have made a comprehensive presentation of the Partnership and of the Proposal to our [credit committee or board of directors], which has approved granting of a [financing instrument] of a maximum amount of • million Canadian dollars, under the terms and conditions set out in the term sheet attached hereto, subject only to the following conditions:

- finalization of the legal documentation relating to the Partnership Agreement and the various financing agreements, reflecting the terms and conditions set out in the Proposal.
- (where applicable) finalization of the credit rating, in accordance with the shadow rating submitted with the Proposal, issued by a recognized credit rating agency, if implementation of the financing requires a credit rating.

Sincerely,

Encl.: Term sheet



Appendix 1-7

Letter of Credit



LETTER OF CREDIT FORM

Addressee: The Ministre des Transports du Québec

(the "Beneficiary")

RE: SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT No: _____

Dear Sir/Madam:

At the request of our client, _____ (the "Client"), we are hereby issuing, with immediate effect and in your favour, our irrevocable Letter of Credit no. _____ (the "Letter of Credit") for a maximum total amount of two (2) million Canadian dollars (CAD 2,000,000).

This financial institution guarantees, and undertakes to immediately pay to you, under the terms of this Letter of Credit, any amount claimed, up to a maximum amount of two (2) million Canadian dollars, upon written demand for payment referencing this irrevocable Letter of Credit

no. _____, dated _____ and made upon it at its counters located at **[Note: insert address of the financial institution¹⁷]** during normal business hours.

Partial drawings are permitted.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 Revision, Publication No. 500 of the International Chamber of Commerce, as subsequently amended.

¹⁷ This Letter of Credit must be redeemable in Montréal, Québec



Drawings may be made up to the full amount of the Letter of Credit where the drawing is accompanied by a certificate, executed by a authorized signatory of the Beneficiary, stating that:

- a) the person signing the certificate is an authorized signatory of the Beneficiary;
- b) the Beneficiary is entitled to draw under this Letter of Credit.

Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We shall honour your written demand(s) for payment on simple presentation of the above-mentioned documents, without inquiring as to the existence of a legitimate claim between you and our Client.

All bank charges are for the account of the Client.

Unless it is renewed, this Letter of Credit shall remain in force until the close of business on December 30, 2007.

Authorized signatory

Authorized signatory



Appendix 1-8

Flow of Funds



Request for Proposals

In order to determine the amount of the monthly availability payments required during the period of operation, the Qualified Respondent must assume that it will receive the full amount that it proposes, or in other words, that no deductions will be made from these payments.

FLOW OF FUNDS

in thousands of current Canadian dollars

For the periods ending

Project cash flows

Toll revenues

Gross toll revenues

Uncollected tolls

Other revenues - specify

Toll revenues remitted to the Government

Remittances linked to toll revenues paid by the Government

Payments

Construction payments

Availability payments

Design and construction costs

Operating costs

Major maintenance costs

Operating costs

Interest income

Changes in working capital

Cash flow from (to) reserves

Taxes

Provincial tax

Federal tax

Capital tax

Financing

Long-term debt

Borrowing (repayment) of principal

Interest

Front-end fee

Commitment fee

Other financing instrument(s) - specify

Utilization

Reimbursement

Interest

Commission(s)

Equity

Dividend paid

Net cash flows

Debt service coverage ratio

Other financial ratios requested by the Lenders

Equity internal rate of return (including subordinate debt)

Project internal rate of return

	Nominal value	Net present value	Year ending October 31										
			07-2007	08-2007	/.../	05-2011	06-2011	2012	2013	/.../	2041	2042	
			Monthly amounts from 11-2007 to 10-2011				Yearly amounts from 11-2012 to 10-2042						
Toll revenues													
Gross toll revenues	-	-	-	-	-	-	-	-	-	-	-	-	-
Uncollected tolls	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues - specify	-	-	-	-	-	-	-	-	-	-	-	-	-
Toll revenues remitted to the Government	-	-	-	-	-	-	-	-	-	-	-	-	-
Remittances linked to toll revenues paid by the Government	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments													
Construction payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Availability payments	-	-	-	-	-	-	-	-	-	-	-	-	-
Design and construction costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating costs													
Major maintenance costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-	-	-	-	-	-	-
Changes in working capital	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flow from (to) reserves	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes													
Provincial tax	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal tax	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital tax	-	-	-	-	-	-	-	-	-	-	-	-	-
Financing													
Long-term debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Borrowing (repayment) of principal	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Front-end fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Commitment fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Other financing instrument(s) - specify	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilization	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Commission(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Equity	-	-	-	-	-	-	-	-	-	-	-	-	-
Dividend paid	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash flows	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt service coverage ratio			0.00X	0.00X		0.00X	0.00X	0.00X	0.00X		0.00X	0.00X	
Other financial ratios requested by the Lenders			0.00X	0.00X		0.00X	0.00X	0.00X	0.00X		0.00X	0.00X	
Equity internal rate of return (including subordinate debt)			-										
Project internal rate of return			-										



Appendix 1-9

Price Form



PRICE FORM

12-Month Periods Beginning on the Partnership Agreement Commencement Date	Availability payments ¹⁸ <i>(in current dollars for each period)</i>
Period 1	0 ¹⁹
Period 2	0 ²⁰
Period 3	0 ²⁰
Period 4	0 ²⁰
Period 5	
Period 6	
Period 7	
Period 8	
Period 9	
Period 10	
Period 11	
Period 12	
Period 13	
Period 14	
Period 15	
Period 16	
Period 17	
Period 18	

12-Month Periods Beginning on the Partnership Agreement Commencement Date	Availability payments <i>(in current dollars for each period)</i>
Period 19	
Period 20	
Period 21	
Period 22	
Period 23	
Period 24	
Period 25	
Period 26	
Period 27	
Period 28	
Period 29	
Period 30	
Period 31	
Period 32	
Period 33	
Period 34	
Period 35	

¹⁸ The Qualified Respondent must ensure that for each contractual 12-month period of the Partnership, the proposed availability payment in current dollars for a given period is not less than the amount proposed for the prior period.

²⁰ For each of the first four contractual 12-month periods starting on the Partnership Agreement’s commencement date, the availability payment proposed by the Qualified Respondent must be equal to zero.

Once the Partnership Agreement has been signed, if the Date of conditional acceptance occurs before Period 5, then the availability payment for the periods that precede Period 5 will be the same as the availability payment for Period 5.



Appendix 1-10

Commitment Form



**Request for Proposals
for
the design, construction,
financing, operation, and
maintenance of a portion
of Autoroute 25
in the Montréal metropolitan area
July 20, 2006**

COMMITMENT FORM

A Commitment form must be completed by the Qualified Respondent and by each of its Members and Participants, and by Key Individuals who are not employees of the Qualified Respondent, a Member, or a Participant.

TO: MINISTRE DES TRANSPORTS DU QUÉBEC

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. Definitions

Unless the context indicates otherwise, terms and expressions with an uppercase initial that are used herein and in our Proposal have the meaning given to them in the RFP.

2. General

We, the undersigned, acknowledge, confirm, and agree that:

A) we have examined, read, and understood the Partnership Agreement (including its schedules) and **Volume 1** (including its schedules) respectively dated January 8, 2007 and January 30, 2007 as it relates to the Partnership, as amended by way of addenda (collectively, the "RFP");

B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Partnership Agreement will be carried out.

3. Pricing

We confirm that all prices appearing in our Proposal are expressed in Canadian currency, and represent aggregate prices that include all taxes except GST and QST.



4. Guarantees required by the Lenders

We declare that we will be able to provide the guarantees required by the Lenders, as set out in the term sheet for each of the Financing Instruments.

5. Revised and final Partnership Agreement

We declare and confirm that we are prepared to execute the revised and final Partnership Agreement dated January 8, 2007 and as modified by addendums which are submitted between January 8 and March 30, 2007, without any negotiation or amendment thereof, with the exception of minor changes to include features that are specific to the Proposal of the Preferred Proponent.

6. Firm and irrevocable Proposal

Our Proposal constitutes a firm offer to the Ministre des Transports du Québec that is irrevocable and binding upon us, and that cannot be withdrawn or amended until after a period of nine (9) months following the Proposal Deadline indicated in the RFP.

7. Proposal compliant with submission requirements

We declare and confirm that our Proposal satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical proposal compliance evaluation criteria;
- the financial proposal compliance evaluation criteria.

8. RFP and Submission agreement

We acknowledge, confirm, and agree that our Proposal is subject to the terms and conditions of the RFP, and to the terms and conditions of the Submission agreement, including all disclaimer clauses and all limitation of liability clauses in favour of the Ministre des Transports du Québec or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of **Sections 8.8** (Lobbying) and **8.10** (Accuracy of information) of Volume 1 of the RFP.

9. Information contained in the RFQ

We hereby declare, warrant, and confirm that all of the declarations made in the Proposal that we have presented in response to the Request for Qualifications for the Partnership constitute permanent declarations that are still correct as at the date hereof, with the exception (i) of those that have been expressly amended in our Proposal, in which case we have clearly indicated in our Proposal that corrections were made thereto, or that they no longer corresponded to the



declarations made in our Proposal; and (ii) of those that have otherwise been expressly communicated in writing to the Ministre des Transports du Québec, and to which the latter has consented, in writing, before the Proposal Deadline.

10. No material deterioration

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements contained in the Submission that was presented in response to the Request for Qualifications for the Partnership;
- with the exception of what is indicated in detail in a schedule attached to this letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation;
- with the exception of what is indicated in detail in a schedule attached to this letter, we are not aware of any reason for which an action, suit, or proceeding could be brought.

11. No collusion or conflict

In preparing and submitting our Proposal, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Qualified Respondent, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Qualified Respondent (including any Member, Participant, or Key individual of the team of a Qualified Respondent), regarding the content, preparation, or presentation of its Proposal. Our Proposal has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Qualified Respondent or of a Member, Participant, or Key individual of the team of the Qualified Respondent, with the exception of a holding of less than 1% of the voting shares of any company whose shares are traded on a recognized Canadian, American, European, or Asian stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Qualified Respondent or any director, officer, employee, consultant, advisor, agent, or representative of any Qualified Respondent (including any Member, Participant, or Key individual of the team of a Qualified Respondent).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Proposal of any other Qualified Respondent, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Proposal.



With the exception of what is indicated in detail in a schedule attached to this letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent conflict of interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Proposal in response to the RFP, or in connection with the delivery of the services required of the Private Partnership.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the Ministre des Transports du Québec, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the Ministre des Transports du Québec may communicate to all Qualified Respondents).

We hereby declare, warrant, and confirm that we have not knowingly engaged or hired one or several persons mentioned in **Section 1.4** of Volume 1 of the RFP, and that we have not knowingly retained the services of one or several persons mentioned in **Section 1.4** of Volume 1 of the RFP.

12. Evidence of authority

We acknowledge that the Ministre des Transports du Québec requires that each of the undersigned (other than a Key individual) provides evidence, in the form of a resolution in a form deemed acceptable by the Ministre des Transports du Québec, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.

13. Copies

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on _____, 2007.

Qualified Respondent:

(Name)

Seal

(Street address or postal box number)

(City, Province, and Postal Code)



Authorized signatory:

Name and title:

(Please type or print)

IF THE QUALIFIED RESPONDENT IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] by its duly authorized representative,
and by **[provide particulars on the signature]**:

[*NAME OF QUALIFIED RESPONDENT]

(Authorized signatory)

(Authorized signatory)



Each of the undersigned hereby:

- acknowledges that the Qualified Respondent has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Proposal, that he accepts them, and that the Proposal has been submitted with his consent;
- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to him, with such modifications as the circumstances require.

EXECUTED on _____, 2007.

Member:

(Name)

Name and title:

(Please type or print)

Authorized signatory:

(Name)

Name and title:

(Please type or print)

Participant:

(Name)

Name and title:

(Please type or print)



Authorized signatory:

(Name)

Name and title:

(Please type or print)

Key individual²⁰:

(Name)

Name and title:

(Please type or print)

²⁰ Applicable to Key Individuals who are not employees of the Qualified Respondent, a Member, or a Participant



Appendix 1-11

Release Form



**Request for proposals
for
the design, construction,
financing, operation, and
maintenance of a portion
of Autoroute 25
in the Montréal metropolitan area
July 20, 2006**

RELEASE FORM

To: Ministre des Transports du Québec (the “**Minister**”)

 Government of Québec (the “**Government**”)

The undersigned, *[enter the name of the Qualified Respondent]* and *[enter the name of each Member, Participant, and Key Individual who is not an employee of the Qualified Respondent, a Member, or a Participant]* (collectively, the “**Disclaimants**”), for sufficient good and valuable consideration received, on behalf of each of the Disclaimants and their respective successors and assigns, irrevocably and unconditionally give quittance in favour of the Government, its departments and agencies, the Minister, and their respective directors, representatives, employees, advisors, agents, successors and assigns (collectively, the “**Released Parties**”), and irrevocably and unconditionally release and hold them harmless from all of the Claims that the Disclaimants currently have or could have in future against one or all of the Released Parties by reason of, or arising in any manner whatsoever from, a cause, issue, or matter of any nature existing until now, known or unknown, eventual or otherwise, by reason of or arising from the Submission Agreement, the Autoroute 25 Project, or the Consultation and Selection Process, or connected with it in any manner whatsoever, including any claim for compensation, expenses, damages, or other compensation, and irrevocably and unconditionally renounce all of these Claims. However, the above quittance is not intended to include Claims arising in connection with non-payment of the Allowance or of the Final Compensation according to the Submission Agreement or, if the Qualified Respondent is designated as the Preferred Proponent, in connection with the non-performance by the Minister of either of its obligations under the terms of the Partnership Agreement signed and executed by the Minister, the Qualified Respondent, and any other Person²¹ who may be a party to this agreement.

In addition, each of the Disclaimants undertakes and consents not to assist another person, not to act in concert with such a person, and not to join with such a person, either directly or indirectly and in any manner whatsoever, in making a Claim or a demand or bringing a suit or

²¹ “Person” means a legal or physical person, a general partnership, limited partnership or undecleared partnership, a trust, an association, a government or any department, agency, or intermediary of any government.



action in any manner whatsoever against one or all of the Released Parties in connection with a matter that has been the object of an quittance herein.

Each of the Disclaimants undertakes and consents not to make a Claim or to bring suit against a person who could, under the provisions of any applicable legislation or otherwise, seek enforceable remedy, indemnification, or any other redress from one or all of the Released Parties.

For said consideration, each of the Disclaimants hereby declares and warrants that he has not waived, and will not waive, to anyone whomsoever, an action, a cause of action, a suit, a debt, a claim, or a demand for which he has hereby already given an quittance, and hereby engages not to give such waiver.

This quittance and the rights and obligations of the parties under the terms herein are governed by the laws of Québec and are interpreted on the basis of said laws, without taking into account the rules of this province applying to conflicts of laws.

Unless otherwise defined herein, all key expressions have the meaning given to them in **Volume 1** of the RFP.

The provisions herein apply in favour of each of the Released Parties and their respective successors and assigns, and bind each of the Disclaimants and their respective successors and assigns.

EXECUTED on 2007.

[QUALIFIED RESPONDENT]

_____ Seal

Authorized signatory

Name:

Title:

_____ Seal

Authorized signatory

Name:

Title:



[NAME OF MEMBER]

_____ Seal

Authorized signatory

Name:

Title:

[NAME OF MEMBER]

_____ Seal

Authorized signatory

Name:

Title:

[NAME OF PARTICIPANT]

_____ Seal

Authorized signatory

Name:

Title:

[NAME OF PARTICIPANT]

_____ Seal

Authorized signatory

Name:

Title:

[NAME OF KEY INDIVIDUAL²²]

_____ Seal

Authorized signatory

Name:

Title:

²² Applicable to Key Individuals who are not employees of the Qualified Respondent, a Member, or a Participant



Appendix 1-12

Request for Information Form



REQUEST FOR INFORMATION FORM

**Request for Proposals
for the design, construction, financing, operation, and
maintenance of a portion of the completion of Autoroute 25
in the Montréal metropolitan area**

Request number: _____

(name of Proponent and sequential number of the request)

Name of contact person: _____

Date of request: _____

Source of request (specify title, section, and date, where applicable):

- General information session: _____
- Topical information session: _____
- Workshop: _____
- Document: _____
- Site visit: _____
- Other: _____

Confidential request: _____ yes _____ no

Request (only one request per sheet):



Appendix 1-13

Return Label



MAILING OF PROPOSAL

THE QUALIFIED RESPONDENT MUST:

Use the appropriate sized envelope.

Cut out and affix to the envelope the RETURN LABEL that appears below.

Indicate its name and return address in the upper left-hand corner of the envelope.

PROPOSAL	REQUEST FOR PROPOSALS PROJECT No: 20-5100-8847-A
	<u>Reception deadline:</u> March 30, 2007, 3:00 p.m.
 REQUEST FOR PROPOSALS FOR COMPLETION OF A PORTION OF AUTOROUTE 25 PRICEWATERHOUSECOOPERS LLP Attention: Richard Deslauriers, CA, CBV 1250 René-Lévesque Boulevard West Suite 2800 Montréal, Québec H3B 2G4	

Cut along the dotted line

LABEL TO BE AFFIXED TO THE RETURN ENVELOPE



Appendix 1-14

**Structure of the
Electronic Data Room**



The hierarchical filing structure of the electronic data room is divided into sections, as follows:

Hierarchical filing structure of the electronic data room	
1.	General information concerning the Project
1.01	Operation of the electronic data room
1.02	Description
1.03	Photos, maps, and locations
2.	Legislative framework
2.01	General laws and regulations
2.02	Specific laws
2.03	Orders-in-Council
2.04	Letters of agreement
2.05	Authorizations and permits
2.06	Opinions
3.	Traffic and revenues
3.01	Previous documentation
3.02	Studies concerning traffic and revenues
3.03	Projected traffic flow
4.	Existing infrastructures
4.01	Roads and engineering structures
4.02	Reports on waterways
4.03	Public utilities



Hierarchical filing structure of the electronic data room	
5.	Works designed and built by the Minister
5.01	Responsibility for implementation
5.02	Ministère des Transports du Québec
5.03	Canadian National Railway Company (CN)
6.	Environment
6.01	List of documents
6.02	Public documents, impact studies
6.03	Technical files
6.04	Other
7.	Design and construction
7.01	Reference standards
7.02	Studies
7.03	Site condition – Terrain models - Bathymetry
7.04	Benchmark project
7.05	Infrastructures transferred to the Minister
7.06	Other technical specifications



Hierarchical filing structure of the electronic data room	
8.	Operation and maintenance
8.01	Responsibility for maintenance
8.02	Specimen quotation
8.03	Guides and manuals
8.04	Communication
8.05	Other
9.	Property and easements
9.01	Ministère properties and easements
9.02	Working limits
9.03	Right-of-way for operation of Autoroute 25
10.	Selection Process
10.01	Request for Qualifications
10.02	Request for Proposals
10.03	Questions/Answers
10.04	Press releases
10.05	Other

