

**Request for Proposal
Okanagan Lake New Crossing Services
Addendum Three**

Amendments to RFP

1. Section 2.2

In the second and seventh paragraphs replace “Revised Concession Agreement” with “Definitive Concession Agreement”.

2. Section 3

Insert a new section 3.13 as follows:

3.13 Asset purchase agreement

The Concessionaire will buy the assets on the land to be leased to the Concessionaire in accordance with an asset purchase agreement. The purchase price will reflect the net book value of the assets as shown in the Province’s financial statements at Financial Close.

The estimated net book value of the assets as at Financial Close is listed below:

Asset	Net Book Value
Existing Bridge, pavement running surfaces and minor assets on East side approach roads	\$3.14M
Causeway Fill and Preload Contract	\$2.9M
Pontoon and deck rehabilitation (completed June 2004)	\$1.66M

RFP Proponents should use these estimated values for the purpose of submitting their Proposals.

3. Section 5.4

Delete the final paragraph of this Section and replace with the following:

“The Province will issue a Revised Concession Agreement, in accordance with the RFP Timetable, to all RFP Proponents incorporating such changes as the Province deems appropriate. The Province invites RFP Proponents to provide further written comments on the Revised Concession Agreement to the Contact Person in accordance with Section 6.1 on or before September 20, 2004. The Province will consider all written comments received from RFP Proponents and

may also consult with third parties with respect to the Revised Concession Agreement. The Province will issue a Definitive Concession Agreement, in accordance with the RFP Timetable, to all RFP Proponents incorporating such changes as the Province deems appropriate. The Definitive Concession Agreement will then form the basis of Base Case Proposals.”

4. Section 5.7

Replace “Revised Concession Agreement” with “Definitive Concession Agreement” wherever it occurs.

5. Section 6.5

Delete the second sentence in the fourth paragraph and replace with the following:

“Except as expressly set out in the Concession Agreement, the Province does not represent or warrant the accuracy, sufficiency, adequacy, appropriateness or interpretation of this RFP, any of the materials in the Data Room or the Background Information Website. RFP Proponents must assume all risks for the sufficiency, adequacy, appropriateness, analysis and interpretation of the information contained in the Data Room or the Background Information Website.”

6. Section 7.3

In paragraph (c)(i) replace “Revised Concession Agreement” with “Definitive Concession Agreement”.

7. Section 9.1

Insert a new sub-paragraph (a) and renumber the remaining sub-paragraphs accordingly:

“(a) Definitive Concession Agreement;”

8. Section 10

Insert the following additional definition:

“Definitive Concession Agreement” means the version of the Concession Agreement issued by the Province that may contain amendments to address comments received from RFP Proponents specific to the Revised Concession Agreement and that may also include any other amendments the Province considers appropriate.

Amendments to Schedule One:

9. Section 1.5

Amend the heading to read “Provisions of Definitive Concession Agreement”.

Amend the first sentence by deleting “Revised Draft Concession Agreement” and replacing it with “Definitive Concession Agreement”.

In sub-paragraph (a) replace “Revised Concession Agreement” with “Definitive Concession Agreement”.

10. Section 3.8

Replace “Revised Concession Agreement” with “Definitive Concession Agreement”.

Amendments to Schedule Two:

11. Section 2

Replace “Revised Concession Agreement” with “Definitive Concession Agreement” wherever it appears.

12. Section 4.1

Replace “Revised Concession Agreement” with “Definitive Concession Agreement” wherever it appears.

Amendments to Schedule Three:

13. Sections 8.1 and 8.2

Replace “Revised Concession Agreement” with “Definitive Concession Agreement” in each Section.

14. Section 10

Replace “Revised Concession Agreement” with “Definitive Concession Agreement”.

Amendments to Schedule Five:

15. Whole Schedule

Replace “Revised Concession Agreement” with “Definitive Concession Agreement” wherever it appears.

Amendments to Schedule Seven:

16. New Restricted Parties

Add the following additional Restricted Parties:

- (p) N. L. Stewart Engineering Ltd.
- (q) E. Wolski Consulting
- (r) The MacLean Group Marketing Inc.
- (s) Victor Szabo

17. Addendum One, Item No. 10, Section 10

The definition of “Functional Requirements” is amended to read:

“Functional Requirements” means the requirements for the design and construction of the New Crossing contained in the Definitive Concession Agreement and in particular the requirements set out in Parts II and III and in the Construction Output Specifications, Schedule 6, Part 1, the O&M Output Specifications, Schedule 12, the Communication Output Specifications and the Traffic Management Output Specifications.

18. Addendum One, Item No, 29. Section 4

Replace “Revised Concession Agreement” with “Definitive Concession Agreement” wherever it occurs.