

January 7, 2015

## QUESTIONS & ANSWERS

### Valley Line LRT Request for Proposals (RFP)

On October 9, 2014, parts of the Valley Line LRT - Stage 1 Request for Proposals (RFP) were posted online at [www.edmonton.ca/valleyline](http://www.edmonton.ca/valleyline) as part of the City of Edmonton's ongoing efforts to ensure openness and transparency during the P3 procurement process.

The public release of the RFP documents initiated a 30-day period mandated by City Council, during which time Members of Council could provide written questions on the RFP. The City also used the LRT Projects Information Centre to gather public inquiries about the Valley Line RFP during this period. The question period ended on November 8, 2014. The City received 98 public inquiries and questions about the Valley Line RFP from 14 different individuals and groups during the question period. This document shares those questions and the City's responses.

The City will continue to respond to questions from the public on an ongoing basis. Questions can be submitted to the LRT Projects Information Centre anytime: [lrtprojects@edmonton.ca](mailto:lrtprojects@edmonton.ca) or 780-496-4874 (voicemail).

Please note that this document is current to January 7, 2015 and represents a snapshot in time. The Valley Line project will continue to evolve, particularly the Project Agreement, which will be finalized by early 2016.

#### SUBMISSION 1

##### 1. I'm writing to ask you why the City of Edmonton won't release the entire RFP for the Valley Line?

To provide some context, the RFP is made up of Volume 1: Instructions to Proponents (ITP) and Volume 2: Draft Project Agreement. The ITP is essentially a procedural document that sets out the rules of the procurement process. The document also contains an orientation to the project for the proponents, which outlines the sections of the Draft Project Agreement and the submissions required during the procurement process.

The City shared the main body of the ITP, with some redactions that included the abovementioned Draft Project Agreement orientation. The City did not share the Draft Project Agreement. The City did not share these aspects of the RFP because they are drafts and initial City positions that will be the subject of discussions with 3 separate proponents. These documents will evolve over the course of the next year and these discussions are confidential in order to protect the competitive process and achieve the best outcome for taxpayers.

The LRT Governance Board approved the level of disclosure on June 16, 2014 through the Accountability, Transparency and Disclosure Framework for the project. City Council was also made aware of this level of disclosure on July 16, 2014. To see the framework, visit: <http://sirepub.edmonton.ca/sirepub/mtgviewer.aspx?meetid=1257&doctype=MINUTES>. Please click on item 6.3 and you'll find it in the supporting materials.

The City of Edmonton is committed to being open and transparent on the Valley Line LRT project, and has shared what it committed to sharing and what is consistent with best practices for P3 projects. This RFP Q&A is part of the City's efforts to be open and transparent during the procurement process.

We heard feedback from many stakeholders over the course of the past 5 years and all of the concerns will be taken into consideration as we finalize the agreement. A summary of our stakeholder commitments is available online (visit: <http://sirepub.edmonton.ca/sirepub/mtgviewer.aspx?meetid=1257&doctype=MINUTES>. Please click on item 6.3 and you'll find it in the supporting materials). Once the final Project Agreement has been signed (early 2016), it will be made public within 60 days of financial close, with only proprietary or commercially-sensitive information redacted.

The City will continue to engage with Edmontonians throughout the procurement, construction, and operation of the Valley Line LRT. You can submit your questions or comments anytime through the LRT Projects Information Centre: [lrtprojects@edmonton.ca](mailto:lrtprojects@edmonton.ca) or 780-496-4874 (voicemail).

## SUBMISSION 2

2. Why is the city leaving a gap behind 5 to 6 houses in the Connors Hill South side retaining wall/sound barrier? Documentation/drawings as recent as June 2014 provided to the stakeholders showed a solid transition from the retaining wall to the noise barrier. Documentation shared in September 2014 illustrate a change with a gap behind about 5 to 6 houses where the retaining wall ends before the noise wall begins. No explanation as to the sudden removal of the solid wall was provided. Why did public engagement not occur for this design change considering the impact to stakeholders and the fact that such has been a known concern? Upon questioning of this design change the project manager responded that noise studies indicate that the noise in this section will not exceed the threshold, 65 dBA Leq24, for which a noise wall is required per the Urban Traffic Noise Policy (C506A). What evidence does this project team have to make such a statement when documentation prior showed that a wall along the entire roadway would be constructed? The road has moved significantly closer to the fence line of these houses as well as the construction zone due to the most recent design changes, indicating in fact that noise levels in the back of these properties is likely to be higher than was initially thought. A gap in the wall will funnel the noise to the backs of the properties along Connors Hill. Due to the multiple negative impacts that these homes are now facing with the continuous design changes, the stakeholders directly requested that the project team close this gap with a barrier wall. The stakeholders were informed that the city would do no more than what they believe to be the minimum, yet the goal of the policy is to achieve a noise level of 65 dBA Leq24 or lower for residential areas. Aesthetically a gap in the wall will be less pleasing than a solid wall for those that view the hill from below and across the valley. Does the P3 have the option to make their own judgement about noise levels and aesthetics such that they may choose to close the gap? Will the city put noise measuring devices in these backyards to monitor the level once the project is complete? If the noise level exceeds the minimum requirement per city policy does the city plan to create a new project to install a noise wall when it does become absolutely necessary? If so, this will be at a much greater expense as a stand alone project than simply including with the current project. Please provide all base level noise assessments that have been completed along the full length of Connors Hill properties to date along with the computer modeling output of expected construction and long term noise levels resulting from the latest design proposal. Were such studies completed in the winter months when the vegetation no longer dampens noise?

It's important to note that documentation to date has only shown potential locations for noise walls and retaining walls between Connors Road and adjacent properties. This documentation was part of the early (preliminary) design process, so the City wasn't at a stage where they could show actual locations for noise walls and retaining walls. These sorts of details have and will continue to be refined through the normal course of planning and design for this large infrastructure project. The final location of the noise walls and retaining walls will be determined through the detailed design process, which will be completed by the successful P3 proponent after contract award. The P3 contractor will share information on their detailed design with the public.

Public engagement did occur. During public engagement for preliminary design, drawings showed a connection between potential noise and retaining walls in the area. Since then, the City has further refined the design based in part on what we heard through the public engagement process. This included selecting a final alignment for Connors Road out of the 3 options discussed during public engagement on preliminary design. The selection of the final alignment and the refinement of the potential locations of the noise and retaining walls were communicated back to impacted stakeholders.

The potential location of the noise wall in the latest document provided to stakeholders is based on a noise study conducted earlier in the process by specialists using industry standards. Study data was collected in May. Noise study information has been provided to the group that submitted this question. We will be conducting another

noise study to further refine the location of the noise wall now that we have finalized the alignment on Connors Road.

The P3 proponent does not have the option to make their own judgment about acceptable noise levels. The City and its contractors must comply with the City's Urban Traffic Noise Policy.

Currently, the City has no plans to install noise measuring devices in these backyards after service commencement, but we will consider requests.

- 3. Will the RFP include information with regards to an alternative on the noise barrier wall to allow for a living wall if the results of the city project are positive? This wall would also be an excellent choice to close the gap in the current design.**

The RFP doesn't identify specific types of walls but rather outlines performance requirements. The Draft Project Agreement requires the P3 contractor to install noise walls in compliance with the City's Urban Traffic Noise Policy. It also outlines requirements around making retaining and noise walls aesthetically pleasing and integrated with the community in alignment with Sustainable Urban Integration (SUI) principles. For more information on SUI, please refer to question 38.

- 4. In the latest draft, September 2014, of the plans for Connors Hill, an animal tunnel crossing appeared. Why was there no public hearing with regards to this feature considering the negative impact on the stakeholders in this area? Per the September 11, 2013 Transportation Committee it was stated that the EISA report had been approved. As such, why was this wildlife tunnel not included in drawings and public hearings held prior to September 2014? In response to speaker concerns at the March 14, 2014 Transportation Committee, a motion was passed requesting City Administration continue public engagement efforts with all key River Valley stakeholders and yet this wildlife tunnel was not presented or discussed with stakeholders. What process determined the feasibility of a wildlife tunnel? What studies show that animals would utilize such a tunnel, when so many in the province have been abandoned due to animals not utilizing them? Please provide the specifications for the tunnel as well as proposed monitoring system.**

The need for and feasibility of a wildlife underpass structure was identified through the process of an Environmental Impact Screening Assessment (EISA). This document was subject to a non-statutory public hearing before being approved by City Council on September 18, 2013. The EISA is available online:

[http://www.edmonton.ca/transportation/Attachment\\_1\\_ValleyLine\\_Stage\\_1\\_Environmental\\_Impact\\_Screening\\_Assessment.pdf#search=environmental impact valley line.](http://www.edmonton.ca/transportation/Attachment_1_ValleyLine_Stage_1_Environmental_Impact_Screening_Assessment.pdf#search=environmental%20impact%20valley%20line)

Two particularly useful design guideline documents relied on for this project were the City of Edmonton Wildlife Passage Engineering Design Guidelines (City of Edmonton, Office of Natural Areas 2010) and Planning Considerations for Wildlife Passage in Urban Environments (Alberta Transportation 2011), both of which make recommendations on the basis of peer-reviewed scientific literature.

Please see the answer to question 50 for more information on the tunnel specifications. The City will be responsible for developing and implementing a post-construction monitoring plan. This plan will likely include monitoring with wildlife cameras and/or winter tracking.

- 5. Why is the EISA being amended? Is the wildlife tunnel part of this amendment? Will stakeholders be provided with justification after this amendment if a wildlife tunnel or some other negative impact on the design results? Will the P3 be provided final design criteria if the wildlife tunnel is to remain such that residents will be guaranteed it is accessible only by wildlife or will the design be left to the P3 with such criteria? Will stakeholders have the opportunity to be engaged in discussions around the tunnel?**

Since the completion of the Environmental Impact Screening Assessment (EISA), there have been a number of minor changes in the project boundaries, primarily in response to issues and concerns identified by stakeholders during the preliminary design process. These boundary changes have triggered the need for, and are the subject of, an update to the EISA.

The wildlife underpass is not addressed in the update, since it was already dealt with in the EISA and will not be affected by the proposed project boundary adjustments. The P3 contractor will develop the final design for the wildlife underpass based on requirements in the Project Agreement.

6. Does the Valued Items 2.8.2 3) Assessed River Valley landscaping impact of construction footprint and 4) Assessed tree removal or damage impact of construction footprint; include minimizing the construction zone South of the retaining wall on Connors Hill and tree removal? At previous stakeholder discussions residents of 95 Avenue had been assured that the method of installing a tangent retaining wall would be such that a minimal amount of trees would require removal on the South side behind the wall; less than a meter. The new documentation provided in June 2014 shows a substantial area of several meters for the construction zone impacting a large number of trees on both the South and North sides of the proposed curb. This change brings the construction zone very close to the fence line of the residents, the same residents that will not have a noise barrier. Why was this change in design not shared at public engagement hearings considering the very negative impact to the stakeholders on an issue that the project team is fully aware of?

Yes, anything within the North Saskatchewan River valley (NSRV) is subject to these performance incentives. Please refer to question 2 for the response regarding associated design refinements.

7. Where are instructions in the RFP specifically to replace removed trees with mature trees immediately after end of construction as has been promised on multiple occasions? Refer to the What we Hear March - April 2012 2.6.1 Comments Summary document. What the stakeholders like about their community - Trees on 95 Avenue are valued - mature trees. Strong sense of pride in existing feel which should be maintained. Convenient, quiet, proximity to everything. Overall Theme: Play on the natural beauty of the river valley - do not introduce lots of structures or 'man made' screening - use vegetation. Vegetation: Minimize removal of large trees / replace with mature trees.

The Draft Project Agreement (Schedule 5) outlines Sustainable Urban Integration (SUI) principles, which include the themes referenced in this question. For more information on SUI, please refer to question 38. However, due to the size of mature trees and their root systems, it is not typically feasible to relocate them. Generally, new trees will be planted where feasible to restore affected areas along the corridor. The Draft Project Agreement also defines the minimum size of these trees.

8. Why will the City not release Schedule 10 - Environmental Requirements in the RFP which relates to Connors Hill? The city knows that it has been a contentious issue throughout.

Please see the answer to question 1. Schedule 10 is part of the Draft Project Agreement.

9. Why are proponents not permitted to conduct their own geotechnical and environmental investigations during the Project Procurement Process? How will the stakeholders be notified if a proponent requests the City to conduct further studies? How will the stakeholders be notified if such further studies take place? Will the results of such studies be shared with the stakeholders? Have any further bore holes been drilled? What is the current stability on the hill? Where in the RFP are the stability factors that are to be met for design and construction in the Connors Road section? Where in the RFP are the specifications for drainage along the hill to prevent hydrostatic water pressure from building behind the wall? How will stakeholders receive information on the monitoring of the hill stability by the contractor during construction and for the 10 years following service commencement? Please provide to the stakeholders all of the geotechnical data that has been or will be provided to the three bidders.

The City is co-ordinating the geotechnical and environmental investigation for the project at this time in order to minimize the number of tests and related public disruptions.

The City doesn't typically share testing details when it is minor work with minimal impacts on land or people. In cases where drilling is taking place at multiple locations along the alignment over the course of several weeks, the City has notified the public using its project listserv and web page: [www.edmonton.ca/valleyline](http://www.edmonton.ca/valleyline). Such is the case with the drilling that took place in November/December 2014.

The Draft Project Agreement (schedules 5 and 7) includes geotechnical requirements along Connors Road; specifications for drainage behind the abutment and retaining walls to prevent the build-up of water pressures; and requirements for minimum factor of safety of structure head slopes, embankment side slopes, cut slopes and retaining walls. It speaks to maximum long-term lateral displacements of retaining walls. It outlines the requirements for the P3 contractor to monitor displacements and report to the City during construction. It also requires that the stability of the slope be monitored for 10 years after the completion of construction.

It isn't feasible for the City to provide all geotechnical data that has or will be provided to the 3 proponents. The successful P3 contractor must provide monitoring results to the City (as outlined above) and will consider sharing appropriate results with stakeholders when available and as required.

- 10. Where are thresholds for vibration from construction and long term road traffic specified in the RFP? The road is being moved much closer to existing homes along Connors Hill and the residents have specifically been asking about the long term impact of the road traffic, documentation from the city only addresses the fact that the LRT will have no vibration but does not address the heavy car/truck traffic along the road. Where are the specifications for monitoring vibration from road traffic being addressed for residents along the Connors Hill section both during construction and for the long term? Please provide the vibration assessments that have been completed along with assessments of the expected construction and long term vibration levels resulting from the latest design proposal.**

The Draft Project Agreement (Schedule 5) includes thresholds for vibration from LRT construction and operation throughout the corridor. These thresholds are on the acceptable range based on industry standards. Vibration assessments undertaken by the City are not publicly available. The City does not anticipate that the vibration caused by vehicles and the LRT will have a negative impact on adjacent structures.

- 11. What will be included in the city paid pre-inspection of property for residents along the LRT route? How will homes with fully finished basements that do not have the concrete floors or walls exposed be assessed? Will the city pay to test radon levels before and after in the basements of these homes? Why does the city not pay for the post construction assessment? Who will be responsible if/when hill stability fails and property is damaged along Connors Hill, the city or the P3? What is the compensation if property (yards, vegetation, fences, structures, homes etc) are damaged? Full replacement value?**

Pre-construction condition baseline surveys will be offered for properties directly adjacent to the alignment. As per industry standards, surveys are completed on accessible and visible elements. The scope of these surveys will vary according to building type and will generally include a walk-through visual observations survey. Photos and/or video are used to document existing conditions.

The City does not conduct radon testing and will not include this testing as part of the pre-construction condition baseline survey.

Post-construction condition surveys may be completed by the City, as required.

In response to your last three questions: The City and the P3 contractor will implement appropriate measures to attempt to protect property from damage. LRT construction and operation should not adversely affect the stability of the hill or cause damage to property. However, claims can be made in the unlikely event that damage has occurred. Liability and compensation would depend on the nature and cause of the damage. A process to make claims related to this project will be shared at a later date.

- 12. Where in the RFP is the P3 encouraged ‘to bring innovative and optimized design and construction solutions to the project’ specifically with regards to minimizing the impact to the South and North stakeholders with the boundaries of Option 2 as the maximum? What are the criteria, besides cost, being set for these innovative and optimized solutions? Are the bidders required to bring forward multiple design solutions that meet the criteria? If so, what are the weighting criteria on varying options? Re Innovation Submissions (RFP Sec. 2.3.5), how will the public be able to respond to potential or accepted innovations from proponents through the public engagement process? Will the Innovation Process enable stakeholders to communicate concerns and propose solutions related to design and construction scheduling to the Proponent(s)?**

The RFP doesn’t specify requirements for particular innovations. Rather, the P3 procurement process as a whole is designed to encourage innovation. It does this in part by providing performance criteria against which the proponent can implement innovations in design, construction, financing, operations, and maintenance to meet the project objectives and optimize life-cycle costs. These performance criteria are set out in the Draft Project Agreement.

Generally, the City will assess innovation submissions on whether they provide cost savings, schedule advantages and/or a risk reduction to the City. The City retains final rights to approve or deny any innovation proposals submitted by proponents.

The City also retains the discretion to consult with the public during procurement if it deems it necessary to validate a proponent innovation submission. After contract award, the P3 contractor will share information about the final design with the public.

- 13. Why has the shared use path on the North side of Connors Hill been doubled since the original design? If this is a city policy, why was it not in the original design?**

As the project has evolved from concept planning to preliminary engineering, the design has been refined to incorporate City guidelines at a greater level of detail. Details such as sidewalk/shared-use path width are not typically defined at the early planning stages in the project.

- 14. When is the city going to hold neighbourhood consultations about changes to the intersection at Connors Road and 95 Street? Such needs to be completed immediately as it impacts design specifications in the RFP.**

Some residents suggested a change to 95 Street at Connors Road that deviates from what was discussed with the community during preliminary engineering. This suggestion will be submitted to the greater community through such means as the affected Citizen Working Group, which will be formed early in 2015.

- 15. What is the time schedule for construction of the Connors Hill portion of the route? Per the AECOM study ‘Accessibility of large construction machinery to the south slope is very challenging and will result in long and intrusive road closures’. What are the scale of the monetary incentives and deductions for construction performance on the Connors Hill section? Please provide the report that the project team was to provide to the Transportation Committee per the September 11, 2013 motion in which it was stated a report was to provide options to shorten the construction period and possible staging of construction in the River Valley.**

It is up to the P3 contractor to schedule the work to meet project milestones. Their construction schedule won’t be finalized until closer to the start of construction. Generally, the P3 contractor will have 5 years to complete

the project (this includes completing detailed design, construction, testing, and commissioning). The project is scheduled for 2016-2020. More detailed construction information, including timelines, will be shared with the public when it is available, with the understanding that this information will be subject to change.

There is a performance-incentive regime embedded in the Draft Project Agreement. It incentivizes proponents to minimize the duration of work in the river valley and, more generally, to minimize traffic impacts and disruption. These items are a significant part of the technical and financial proposals to be prepared by the proponents and are considered to be strong incentives for promoting these desired behaviours during construction.

Reports on the scale of the monetary incentives and deductions are confidential.

- 16. Has the city completed an assessment to the negative impact of this design with the move South, the construction zone/period, removal of trees, wildlife tunnel, noise, vibration, gaps in the retaining wall to the value of properties on 95 Avenue at the top of Connors Hill? Can residents expect a drop in their property tax assessments as a result? Per the March 2012 LRT Route Planning & Evaluation Criteria, Impact on local property values is one of the criteria of design options, as are Potential for noise/vibration impacts.**

This question refers to the final decision about the alignment of the LRT on Connors Road. This decision was based on a number of factors consistent with the abovementioned LRT route planning and evaluation criteria including environmental impact, social impact, community impact, cost, and feasibility.

Property taxes are dependent on a property value assessment:

[http://www.edmonton.ca/residential\\_neighbourhoods/property\\_tax\\_assessment/property-assessment.aspx](http://www.edmonton.ca/residential_neighbourhoods/property_tax_assessment/property-assessment.aspx).

A number of factors influence the value of a particular property (e.g. market supply, demand, highest best use, location, condition). However, studies in Edmonton and other cities have shown that more transportation options like LRT around a property can increase the value of that property. Experience from Toronto, Vancouver, Portland, Los Angeles, and Dallas suggests such a rise in property values along with growing public interest in transit oriented development in general. More information can be found in the Building a City Around LRT fact sheet: [http://www.edmonton.ca/transportation/building\\_a\\_city\\_around\\_LRT.pdf](http://www.edmonton.ca/transportation/building_a_city_around_LRT.pdf).

- 17. Where in the RFP are provisions made for safeguarding existing stakeholder input and commitments to stakeholders? What assurance is there that the City will honour commitments made to stakeholders along the route?**

The RFP documents are founded on the concept plan and preliminary design, which were approved by City Council and reflect commitments developed out of an extensive public engagement process.

The City's assurance is this: we will continue to respect the commitments made to our stakeholders. A summary of these commitments was presented to City Council on July 16, 2014. To see the summary, visit: <http://sirepub.edmonton.ca/sirepub/mtgviewer.aspx?meetid=1257&doctype=MINUTES>. Please click on item 6.3 and you'll find it in the supporting materials.

Furthermore, the project is subject to continued oversight by City Administration, the LRT Governance Board (during the P3 procurement phase), and City Council who are all aligned towards protecting the interests of the citizens of Edmonton as a whole.

- 18. What happened to the formation of the Citizen Working Group that was going to allow the stakeholders the opportunity for an improved engagement process? Why is the public engagement process defined in the RFP not available to the public? How is it that the Communications and Public Engagement Plan remains a draft while at the same time activities within the plan, like issuing the RFP have already taken place?**

Please see the answer to question 92 for more information on the Citizen Working Groups.

A public engagement process is not established in the Instructions to Proponents (ITP) as there is no public engagement requirement for the proponents during the procurement process. Rather, the Draft Project Agreement outlines rigorous protocols and requirements for public communications and engagement on the project by the successful proponent. The City will oversee public communications and engagement, while the successful proponent will be charged with developing and executing its own public communications and engagement plan.

The City is wholly responsible for communications and engagement during the procurement process. The City developed a communications and public engagement plan for the procurement process and presented this plan to City Council as a draft on July 16, 2014 (available here:

<http://sirepub.edmonton.ca/sirepub/mtgviewer.aspx?meetid=1257&doctype=MINUTES>. Please click on item 6.3 and you'll find it in the supporting materials). This draft plan forms the basis of communications planning and activities during the procurement process, which will continue throughout 2015.

- 19. Why has the Transportation Committee not followed through on its statements to the stakeholders that the RFP should be fully disclosed to the public? Further, the project manager assured stakeholders as recent as June 2014 that detailed responses to questions about design and construction were not being answered at this time as such would be contained in the publicly- released RFP. Instead the vast majority of the document has been redacted such that only 120 pages of 1,726 were made public.**

Please see the answer to question 1.

- 20. Why is the entire Volume 2 of the RFP, which contains the SE LRT design and construction scheduling details, not publicly disclosed?**

Please see the answer to question 1.

- 21. Why are the Design Guide (RFP Sec. 1.5.3) and the Reference Design (RFP Sec. 1.5.4) not available to the public?**

Please see the answer to question 1.

- 22. How is it that the Transportation Committee did not include the RFP on the agenda for the Oct 29th meeting considering the city goal of public engagement and this being the only meeting scheduled in the time frame of the RFP being made public and the deadline for public comment? Thus, not allowing public input on the RFP at a Transportation Committee meeting prior to submittal of questions.**

City Council set up a process through which to receive and consider public questions and feedback on the RFP.

This process is outlined in a motion in the July 16, 2014, which is available here in item 6.3:

<http://sirepub.edmonton.ca/sirepub/mtgviewer.aspx?meetid=1257&doctype=MINUTES>.

This process is in addition to the normal ways Edmontonians can communicate with the City, which are available anytime. This includes the LRT Projects Information Centre: [lrtprojects@edmonton.ca](mailto:lrtprojects@edmonton.ca) or 780-496-4874 (voicemail).

- 23. What are the guarantees related to design and construction in the RFP that Administration has committed to Council will be included. How do these guarantees impact the proponents' capacity for innovation?**

Please see the answer to question 12. Proponent innovations that deviate from the City-Council-approved concept plan, preliminary design and stakeholder commitments will not be approved without a full evaluation of their impacts.

A detailed history of the concept plan is available here:

[http://www.edmonton.ca/transportation/ets/future\\_transit/Project-History-Concept.aspx](http://www.edmonton.ca/transportation/ets/future_transit/Project-History-Concept.aspx)

A detailed history of the preliminary design is available here:

[http://www.edmonton.ca/transportation/ets/future\\_transit/project-history-design.aspx](http://www.edmonton.ca/transportation/ets/future_transit/project-history-design.aspx)

To see the summary of stakeholder commitments, visit:

<http://sirepub.edmonton.ca/sirepub/mtgviewer.aspx?meetid=1257&doctype=MINUTES>. Please click on item 6.3 and you'll find it in the supporting materials.

### SUBMISSION 3

24. **Does the RFP contain a functional and economical resolution for snow removal? If the snow is removed from the tracks on 95th Ave, it will go on the road; if the snow is removed from the road, it will go on the tracks? I know the LRT consultants were going to speak to other Northern cities. Have there been any satisfactory recommendations?**

The City did gain insight from looking at best practices for snow removal along LRT corridors in Edmonton and other northern cities. These insights are reflected in the Draft Project Agreement.

The Draft Project Agreement allocates the responsibility for snow removal along the corridor, including the road right-of-way and the LRT alignment to avoid the situation mentioned in this question. The City will continue to be responsible for snow removal along most roadways and City sidewalks/shared-use paths in accordance with the City's snow removal policy. The P3 contractor will be responsible for clearing snow along the guideway (track structure) and some roadways along the LRT corridor in accordance with the City's snow removal policy. This approach is designed to improve the efficiency of snow removal along narrower corridors. For example, the P3 contractor will be responsible for snow clearing from the guideway and roadway on 95 Avenue (Connors Road to 85 Street) and on 83 Street (82 Avenue to Argyll Road). The Draft Project Agreement includes performance requirements for snow removal at these locations that consider the roadway and guideway as a whole (i.e the P3 contractor can't sacrifice road performance for track performance). In addition, neither the City nor the P3 contractor is permitted to move snow onto the others' area of responsibility.

### SUBMISSION 4

25. **Any encroachment to the vertical height of the Edmonton Ski Club will be detrimental to the ski club viability if mitigation plans are not in place. Removal, re-alignment and possible replacement of ski lifts have been discussed as mitigation strategies. Despite 5 years of this discussion with LRT Planners, and public guarantees from our current councillor and our former mayor, for "no negative impact on the Edmonton Ski Club, no mention of this need has appeared in the RFP. Why?**

The Draft Project Agreement addresses the existing functions of the Edmonton Ski Club (ESC) by defining design and construction constraints to be followed by the P3 contractor in order to minimize impacts to the ski club. These constraints were developed based on past discussions with the ESC and include:

- Final grading of the construction site at the ski hill will not impact two of the current ski slopes.
- The current slope, area and elevation of three of the current ski slopes will be maintained except to the extent required to accommodate re-grading of the ski lift landing areas.
- Construction access to the ESC is restricted to the off-season.

- 26. The Edmonton Ski Club's redevelopment Master Plan has repositioned access to the site to the west entrance. This change accommodates better flow of traffic and reduces noise, parking and traffic congestion for Cloverdale residents. Why has the City insisted to keep a 10,000 square foot storage building and an electrical power station at this west entrance when these structures are in absolute disregard for the River Valley Plan and the City's stated commitment to Sustainable Urban Integration?**

The City appreciates the ESC's desire to redevelop the area. We will continue to work with the ESC to move forward in a way that is as mutually beneficial as possible.

The new storage building is replacing an existing storage building that is located at this site within the North Saskatchewan River valley (NSRV) and is required to support the operation of various City facilities, including the Muttart Conservatory. This continues to be best location to support these needs.

The traction power substation is required along the LRT corridor to power the trains. It is necessary to provide a power source for LRT operation in the area due to the steep grades around the NSRV. The proposed location has been determined to provide the best technical solution in the least intrusive location.

- 27. The Edmonton Ski Club survival depends on continued use by a variety of skiing activities such as racing, freestyle and biathlon. The ESC has stated that a shut-down, even for part of any season will cause the complete loss of all participants and families in these events with no guarantees of recapturing this audience. Why has the City not included this survival requirement within the RFP?**

Please see the answer to question 25. The Draft Project Agreement includes numerous requirements and performance incentives designed to minimize impacts to stakeholders (including ESC) as much as possible. Moving forward, the City and its P3 contractor will continue to be available to share information, and to anticipate and resolve any issues during construction and operations.

- 28. The City has asked for innovative strategies under the P3 development concept yet has not shared or indicated in any way that the P3 partner will not be chosen strictly as the lowest bidder. Stakeholder groups have proposed a number of innovative options including a canopy over Connors Road that will provide greater vertical height for ski runs but most importantly remove the scar caused by the massive industrial infrastructure of the LRT line. Why is the City not providing clarity on its intentions?**

Please see the answer to question 12. It's important to note that the successful proponent will be the one who has delivered a technical solution that is compliant with the Project Agreement and that offers the lowest lifecycle cost bid to the City.

Proponents must meet the extensive requirements outlined in the RFP documents in order to have a technically-compliant solution. The City will then select the lowest net-present-value price proposal from those proponents that submitted technically-compliant bids. The lowest net-present-value is a combination of the capital costs to design and build, and the operations and maintenance costs over the term of the contract.

It's also important to note that the City has and will continue to communicate its intentions, one of which is to engage with Edmontonians on this project.

The City reviewed several stakeholder proposals related to Connors Road, including the canopy structure mentioned above, and deemed these proposals infeasible. This information has been communicated back to those who submitted those proposals.

## **SUBMISSION 5**

- 29. Why is Administration withholding all but 120 pages contained in the 1,726-page Request for Proposals?**

Please see the answer to question 1.

**30. Why is all of Volume 2 of the RFP, which includes SE LRT design and construction scheduling details, not publicly disclosed?**

Please see the answer to question 1. It's important to note that the Draft Project Agreement (Volume 2) does not specify construction scheduling. For more information on construction scheduling, please see the answer to question 15.

**31. How can the public release of just 7 percent of the total RFP be reconciled with the City's commitment to maintain "a high level of public accountability and transparency throughout the Project Procurement Process" (RFP Sec. 1.2)?**

Please see the answer to question 1.

**32. How does withholding virtually all of the RFP respect the direction of Council to release as much detail as possible (other than financial details), and uphold the assurances given to NSRV stakeholders by project manager Brad Smid at a June 2014 meeting that detailed responses to questions about design and construction would be contained in the publicly-released sections of the RFP?**

Please see the answer to question 1.

Detailed responses are being provided through this Q&A process and are also being shared with individual stakeholders/groups upon request.

**33. Do the withheld portions of the RFP contain a critical path of construction setting out specific construction timelines related to project elements in the NSRV, including the combined LRT-pedestrian bridge, the Connors Hill Road section, and the elevated trackway over 98th Avenue, and if so, what are those timelines?**

Please see the answer to question 15 for general construction timeline requirements in the Draft Project Agreement.

The Draft Project Agreement does identify specific timeline requirements for the Tawatinâ Bridge (the combined LRT/pedestrian bridge to which this question refers) and the pedestrian bridge over 98 Avenue. The P3 contractor will have 34 months to complete the Tawatinâ Bridge to a sufficient level to reopen the shared-use path across the river. Each day that the P3 contractor exceeds the 34 month period will result in a financial deduction. Financial incentives are offered to the P3 contractor for early completion. The closure of the pedestrian bridge over 98 Avenue will not be permitted and all accesses will be maintained throughout the construction period.

**34. Why is the public engagement process defined in the RFP not available to the public, and what is the process?**

Please see the answer to question 18.

**35. Why is the Design Guide (RFP Sec. 1.5.3) and the Reference Design (RFP Sec. 1.5.4) not available to the public?**

Please see the answer to question 1.

**36. Re Innovation Submissions (RFP Sec. 2.3.5), how will the public be able to respond to potential or accepted innovations from proponents through the public engagement process?**

Please see the answer to question 12.

**37. Will the Innovation Process enable stakeholders to communicate concerns and propose solutions related to design and construction scheduling to the Proponent(s)?**

Please see the answer to question 12.

**38. How can the principles of Sustainable Urban Integration and the commitment to minimizing NSRV impacts be reconciled with the current design that positions significant peripheral infrastructure, including the 300-foot rail siding at the Muttart Station and the 5,000-sq. ft. Muttart Storage building, in the central river valley parklands?**

To provide some context on Sustainable Urban Integration (SUI): the City wants to ensure that the Valley Line is integrated into the communities it serves. To achieve this, the City has developed a design approach called SUI and enshrined the principles of this approach into the P3 procurement process and Draft Project Agreement.

These principles include ensuring that the aesthetics of the stops, stations, and light rail vehicles integrate with the surrounding communities. SUI also means recognizing the value of creating livable, pedestrian-friendly environments that maintain a strong sense of place. The SUI principles have been developed in accordance with the City's strategic vision and refined through extensive public involvement to ensure that the Valley Line is fully integrated into the communities it serves and supports Edmonton's vision for both the project and its overall growth as a city.

Both of the structures mentioned in this question were identified as part of the project during preliminary engineering. The pocket track is required for the operation of the line and the City has selected the best possible location after a great deal of consideration. The storage building is a replacement of an existing building, which needs to be relocated slightly to accommodate the guideway. For more information on the storage building, please see the answer to question 26. Both of these structures are subject to the abovementioned SUI design principles and requirements of the Environmental Impact Screening Assessment (EISA). For more information on the EISA, please see the answer to question 4.

**39. Does the RFP address the “detour strategy” for pedestrian traffic across the NSR while the bridge is down, and if so, what is the strategy?**

Yes, the detour strategy is in the Draft Project Agreement. The City will communicate the detour strategy to the public in 2015. The P3 contractor will be responsible for implementing the detours and for communicating those detours during construction.

## **SUBMISSION 6**

**40. At a June 10 meeting with stakeholders from Riverdale/Cloverdale, a commitment was affirmed on the part of the City that the Cameron Avenue to Portal access road would be moved substantially west of earlier plans. When I asked if this would be nailed down in the RFP, I was told yes. The email below was later sent, linking to renderings indicating the point at which the access road would diverge from the current bike path route. My first question about the redacted portions of the RFP: Can you please confirm that the RFP requires this placement of the access road, such that a P3 contractor cannot later decide that the route will revert to its earlier configuration, where the Y junction was closer to Cameron Avenue?**

The location of the access road is still subject to the detailed design of the P3 contractor. The Draft Project Agreement requires that this access road must fit within the limited boundaries established in the Environmental Impact Screening Assessment (EISA), must meet Sustainable Urban Integration (SUI) design principles, and

minimize impacts to the river valley. For more information on SUI and the EISA, please see the answer to question 38.

- 41. At a number of meetings and in a number of communications, it has been made clear that during construction the Cameron Avenue access route would be used only during Louise McKinney events, and that the Louise McKinney construction route would be used "95%" of the time. Could you please confirm that this stipulation that Cameron Avenue will be a construction route only under rare and stipulated circumstances is reflected in the RFP?**

Yes. The Draft Project Agreement restricts the use for construction purposes of the permanent access road from Cameron Avenue to the tunnel portal to the duration of festivals and events that limit the use of the temporary construction access route in Louise McKinney Riverfront Park, including set-up and tear-down periods for these events.

## SUBMISSION 7

- 42. Will the stakeholder commitments made to the Edmonton Folk Music Festival (EFMF) by Valley Line Administration, as detailed in Volume 2 of the Valley Line Request for Proposals (RFP), be released to the EFMF? If the stakeholder commitments will be released, when will this information be made public? If stakeholder commitments will not be released, what is the rationale behind this decision?**

Yes, these stakeholder commitments are being shared through this document.

The Draft Project Agreement defines design and construction constraints to be followed by the P3 contractor in order to minimize impacts to the EFMF. These include:

- Suspending construction activity and construction traffic near the festival site during the EFMF, with the exception of those that have no potential to be audible on the EFMF site or impact the EFMF in any manner, which may be permitted subject to City approval.
- Scheduling stripping, re-grading and re-vegetating of any lands that overlap the EFMF site to ensure that a consistent, well-established lawn is present throughout the EFMF site at the time of the festival.
- Providing access to the EFMF site for festival organizers to set up and tear down festival facilities.

- 43. If a construction timeline for the Valley Line is specified in the RFP, will it be released prior to commencement of construction? If construction timelines will be released, when will this information be made public? If construction timelines will not be released, what is the rationale behind this decision?**

Please see the answer to question 15.

- 44. What provisions are in place in the Valley Line RFP to resolve unidentified or unforeseen stakeholder concerns?**

The Draft Project Agreement requires the contractor to provide opportunities for ongoing stakeholder input about issues related to the design, construction, operation and maintenance of the Valley Line. The contractor is expected to consider and act upon any feedback, as appropriate, in a timely and responsible manner, with City oversight.

- 45. Will either the City of Edmonton or the successful proponent (ProjectCo) be liable for losses suffered by, or additional costs incurred by, the EFMF in the event that unforeseen circumstances resulting from the construction or operation of the Valley Line LRT inhibit, delay or prevent the operation of the EFMF? If the City of Edmonton and/or ProjectCo will not assume such liability, what is the rationale behind this decision?**

Please see the answer to question 27. Requirements in the Draft Project Agreement for minimizing impacts to the EFMF are outlined in the answer to question 42.

Pursuant to the Municipal Government Act, the City and its P3 contractor are not liable for business loss due to construction and operation of the Valley Line.

## **SUBMISSION 8**

### **46. Can the City explain the contravening of its own river valley conservation policy by planning the removal of trees and habitat and the construction of massive retaining walls and barriers that impact human and wildlife access and appreciation?**

The City complied with all relevant policies, acts, bylaws and guidelines through the project's Environmental Impact Screening Assessment (EISA). Mitigation measures identified in the EISA have been incorporated into the Draft Project Agreement. For more information, please see the answer to question 4.

### **47. What process determined the feasibility of a wildlife tunnel?**

Please see the answer to question 4.

### **48. Where was stakeholder or expert advice consultation in this process?**

Stakeholders were consulted on the wildlife underpass. During public engagement on the preliminary design, members of the public commented on the importance of the wildlife corridor and the need to respect wildlife movement in the area. The wildlife underpass was one of the recommendations in the Environmental Impact Screening Assessment (EISA), which included a non-statutory public hearing in 2013 (for more information, please see the answer to question 4).

The recommendations in the EISA relied in part on studies undertaken by the University of Alberta. Since 2013, expert advice regarding the design and location of wildlife crossing structures was provided by the City's Urban Ecology Unit, Spencer Environmental Management Services Ltd., AECOM professional engineers, and provincial and municipal guideline documents.

### **49. How will the City maintain access for ungulates and other non-burrowing animals to and from Mill Creek Ravine?**

The wildlife underpass structure at Connors Road will help to maintain access for wildlife to and from Mill Creek Ravine. It is designed to accommodate wildlife such as coyotes, porcupines, hares, and skunks. Smaller mammals may also use the proposed structure. Deer and moose movement through the larger project area will specifically be provided for closer to the river, underneath either end of the Tawatinâ Bridge.

### **50. How will the city address the concomitant human problems that a tunnel will bring?**

The City is aware of concerns that the wildlife underpass at Connors Road could, like any other structure in the river valley, be used by people. The City has addressed this concern by reducing the minimum structure height in the Draft Project Agreement from the 2.2 m noted in the Environmental Impact Screening Assessment (EISA) to 1.5 m. The P3 contractor will design the structure so as to meet the functional requirements in the Project Agreement in the most cost-effective manner. Given the challenges with grades in the area, it is assumed that they will use the lowest height threshold.

In addition, the Draft Project Agreement requires that the area will be appropriately restored with the goal of having trees screen the openings of the wildlife corridor to encourage wildlife use and discourage human use.

Once the Valley Line LRT is operational, the City will oversee the area near the wildlife tunnel as it does the rest of the river valley.

**51. How will the construction deal with the destruction of habitat of the endangered wood frog population living in the pond south of Connors Road?**

The City has taken great care to preserve wildlife habitat in the river valley during Valley Line construction and operation through both the Environmental Impact Screening Assessment (EISA) and the Draft Project Agreement. In the case of the wood frog, they are not considered to be endangered in Alberta and their habitat in the low area at the bottom of Connors Road is not expected to be disturbed by the Valley Line project.

**52. Will the City share with us the locations of bore-hole and environmental requests?**

Please see the answer to question 9.

**53. Section 2.3.5 - Innovation - how liberal an interpretation can this section be given?**

Please see the answer to question 12.

**54. Can the City provide us with a level of detail on the construction schedule - critical path for timelines and duration of construction?**

Please see the answer to question 15.

## **SUBMISSION 9**

**55. How are cyclists accommodated on the Valley Line, as I see little or no infrastructure between Davies Station and Cloverdale Hill Rd, other than the possibility for a bike boulevard on 85 St between 90 Ave and 95 Ave**

A shared-use path (SUP) will be built where space permits along the LRT corridor. Where space is insufficient, cyclists can access the existing and proposed bike network. This includes providing connections between LRT stops/stations and nearby bike corridors.

## **SUBMISSION 10**

**56. What will be the regular process to review that the successful bidder is following all of the construction guidelines?**

There are many checks and balances throughout procurement, detailed design and construction where the City will have the opportunity to assess whether the successful proponent is following all of the Draft Project Agreement requirements and related construction guidelines.

Prior to starting construction, the proponents must submit a construction management plan to the City which, among other things, will describe the quality control and quality assurance checks, and field review processes that will be implemented to ensure compliance with the Project Agreement. The P3 contractor must also obtain and maintain a quality management system that is certified by an accredited ISO 9001 Standard certification agency.

To ensure the P3 contractor is meeting its construction obligations, the City will have representatives participating on construction committees jointly formed with the P3 contractor. The City and its advisors will also attend construction meetings and conduct site visits as required. The City has the right to access and audit all construction-related information that the P3 contractor is obligated to collect and retain as part of its construction management plan.

**57. What will the penalties or recourse be if the companies are found to be not meeting the requirements.**

There is a very comprehensive recourse regime in place to address any failure on the part of the P3 contractor to meet the requirements of the Project Agreement. Depending on the severity and/or the number of non-performance events, the recourse can range from payment deductions to work stoppage or even contract termination.

**58. How and how often will the City monitor the maintenance of the LRT line during the 30 years of the P3 LRT?**

The City will monitor the maintenance of the LRT line continually throughout the 30-year operations and maintenance period. The P3 contractor must provide the City with plans describing what they will do and then keep records showing that they are following their plan. The City will have full access to those records in real time and can carry out its own inspections at any time. An operating period City/P3 contractor committee will be set up to meet and discuss any concerns on a regular basis. The City will also have an office at the operations and maintenance facility and therefore will have an opportunity for direct daily engagement with the P3 contractor on such matters.

**59. What criteria will the City use to monitor if the company is meeting operational standards?**

The Draft Project Agreement sets out all the necessary criteria regarding operational requirements, including whether trains are on time and if enough capacity is provided to accommodate all the expected riders. The City will use the criteria within the Project Agreement to measure the P3 contractor's operational performance on a monthly basis.

**60. What leverage will the City have if it finds that the company is not meeting maintenance and/or operational requirements to compel it to meet the expectations?**

The City has many mechanisms that will allow it to identify very quickly if the project requirements are not being met and to highlight issues to the P3 contractor before they become serious concerns. Should they not be addressed quickly enough or properly, then depending on the severity and/or the number of non-performance events, the recourse can range from payment deductions to work stoppage or even contract termination.

**61. How much will City have to pay the company if it decides to end the P3 before the end of the term of the contract if the company is not living up to the expectations of the citizens?**

The City has a right to terminate the Project Agreement at any stage during the terms. If the City is terminating the Project Agreement because the P3 contractor is found to be in default, then the amount owed to the P3 contractor would be based on the bid value of the construction costs, less the following:

- Payments already made for work completed and accepted.
- The costs the City would incur to obtain and pay a replacement contractor.
- Amounts for damages caused to the City by the termination.

**62. Will the City be able to refuse the sale of the P3 to another company if that company has a poor track record?**

Yes. The City has the contractual right to refuse a proposed transfer of ownership and control of the project based on a number of criteria or tests that must be satisfied, including, reputational and ethical conduct considerations, creditworthiness, a demonstrated capability of the proposed new company to perform the contractor obligations under the Project Agreement and the City's reasonable assessment that the proposed transfer or change will not otherwise cause a material adverse impact to the City or the project.

**63. Will the operators/drivers and maintenance staff be given the same terms of work and training as the current staff of ETS?**

The P3 contractor will be the employer of all staff for the Valley Line and the terms and conditions of employment are to be developed by the P3 contractor. It's important to note that the contractor is required to comply with all employment laws and is also responsible for ensuring it has adequate staffing to run the system for the full project term.

The contractor must meet requirements for training and certification of all staff. That training must be designed specifically to suit the urban-style operations of the Valley Line and the particular technology used by the P3 contractor (their Light Rail Vehicle, for example). As such, the training program currently deployed by ETS will not be fully appropriate for application to the Valley Line. However, many key requirements in the ETS training manual are embodied in the Draft Project Agreement.

**64. Who will be responsible for training the operators - the P3 company or ETS?**

The P3 contractor will be responsible for training its entire staff, including operators, and is fully responsible for all staff matters.

**65. What will happen if the P3 company runs into financial trouble or goes bankrupt?**

It's important to note that the P3 contractor will not be one company, but rather a consortium of companies. If the P3 contractor runs into financial trouble, then their lender has the ability to step in and correct the issue in order to protect its investment. The lender can exercise a number of options which may include replacing one of the partners in the P3 consortium if the lender considers that entity to be the cause of the financial hardship. The City is protected by its fixed-price contract, so there would be no additional expense incurred by the City. A declaration of bankruptcy is a termination event under the Project Agreement and therefore the circumstances set out in the answer to question 62 would apply.

**66. Will the full final contract with the successful bidder be made public?**

Please see the answer to question 1.

## **SUBMISSION 11**

**67. Will you allow the public to review and provide feedback on the entire RFP document and beyond this token public consultation period?**

Please see the answer to question 1. Public engagement on the Valley Line has taken place for several years and will continue during procurement, construction and operation.

**68. Given the fact that all comparative studies by objective professionals between Light Rail Transit and Bus Rapid Transit clearly identify Bus Rapid Transit as superior in every category including the U.S. Accounting Office, the U.S. Transportation Board, the U.S. Transportation Research Board, are you prepared to do a thorough cost-benefit analysis of both as it is clear that the current process is limiting feedback on the RFP and the proposed project in general?**

No. Bus rapid transit was reviewed before City Council approved urban-style low floor LRT in 2009 as part of the LRT Network Plan.

**69. Given the fact that LRT is a giant hoax that makes contractor and vehicle suppliers rich and taxpayers poor as we can see by the proposed million dollar payback to bidders, will you pull the RFP at once?**

The City is committed to delivering the Valley Line LRT between downtown and Mill Woods in accordance with City Council's direction, and fully intends to carry out the procurement process that is underway.

**70. As those with a vested interest in LRT paint a picture in their best interests, will you invite former OC Transpo chair Andy Haydon or the Cato Institute's Randall O'Toole to council chambers to provide insights in a public meeting on the RFP and to add balance to the discussion?**

The City is committed to the procurement process which is currently underway and is also committed to delivering the Valley Line LRT - Stage 1 in accordance with City Council's direction.

City Council has established the LRT Governance Board to provide oversight and independent expert insight into the RFP process. The RFP has been reviewed in full and approved by the LRT Governance Board. The LRT Governance Board is a Committee of Council mandated to employ its expertise in the financing, design, construction, operations and maintenance aspects of major public infrastructure projects and P3 arrangements to approve the terms of the City's RFP, including the form and content of the Project Agreement.

For more information on the board, please visit:

[http://www.edmonton.ca/city\\_government/council\\_committee\\_meetings/lrt-governance-board.aspx](http://www.edmonton.ca/city_government/council_committee_meetings/lrt-governance-board.aspx).

## SUBMISSION 12

**71. As per the RFP's "Innovations Submissions Process" (Section 2.3.5), would the city accept a route change if the P3 contractor were to suggest a better river crossing?**

No. The alignment was finalized and approved by City Council as part of the concept plan in 2012 after an extensive public engagement process. The alignment for the Valley Line in the concept plan represents the City's commitment to stakeholders and is not subject to change by the P3 contractor.

**72. As stated in the Valley Line EISA, "The Edmonton North Saskatchewan River Valley Ravine system is the longest continuous urban green space in North America and is viewed as an important regional wildlife corridor (Spencer Environmental 2006). For those reasons, the NSRV provides the foundation for Edmonton's ecological network." As per Section 210.3.7 of the Valley Line EISA, how has the EISA further assessed the issue of wildlife passage during construction, and what are its recommendations for mitigation? Who exactly is responsible for ensuring a continuous wildlife corridor along both the north and south banks of the North Saskatchewan River during construction? Who exactly will monitor the effectiveness of the passageways? What are the implications on the responsible party if this passageway is not maintained in an effective way?**

To clarify, additional mitigation measures discussed in section 2.10.3.7 of the Environmental Impact Screening Assessment (EISA) are addressed later on in the document in section 6.1.7. The City has further refined these measures through the normal course of planning for the project and has integrated these measures into the Draft Project Agreement.

Generally, the Draft Project Agreement requires the P3 contractor to develop and implement an environmental construction operations plan to monitor the efficacy of their provisions for wildlife movement during construction. The P3 contractor may be subject to financial deductions if they are non-compliant or deficiencies are found.

**73. Will the wildlife movement components of the P3 contractor's technical submission be made available to the public; if so, when?**

The P3 contractor must develop wildlife conflict and movement management strategies after contract award and before beginning substantial work in the river valley. Aspects of these plans may be shared with the public at the discretion of the P3 contractor.

**74. Who is responsible for ensuring the P3 contractor’s construction schedule avoids breeding, spawning, egg-laying, raising of young or other critical periods in wildlife cycles?**

The P3 contractor must ensure that they are in compliance with all environmental laws and permits. Provincial and federal laws and permitting processes protect most breeding wildlife species, including raising of young, and all permits will be issued with conditions aimed at complying with these laws.

The P3 contractor is also responsible for complying with the Project Agreement. As per the Draft Project Agreement, the P3 contractor must follow Environmental Best Management Practices. The Draft Project Agreement also includes clauses aimed at protecting breeding wildlife, such as specific vegetation clearing windows and practices, requirements for stringent erosion and sediment control measures intended to protect water quality, and the need to avoid and manage wildlife-people conflicts.

**75. Who is responsible for monitoring wildlife, including but not limited to birds, bats, beavers, deer, coyotes, and fish, in the EISA study area during construction? What will the immediate response be if this monitoring group detects stress upon animals? What will the longer-term implications be on the P3 contractor if the monitoring group detects stress on animals?**

The P3 contractor is responsible for monitoring wildlife in the project area, as overseen by a qualified Environmental Manager. The City will also be undertaking inspections for quality assurance and in response to identified performance deficiencies. The P3 contractor will be responsible for responding to distressed animals in the project area. Their response will be governed by their proposed wildlife conflict and movement management strategies, which must be submitted to the City shortly after contract award and before beginning substantial work in the river valley. This plan will govern the P3 contractor for the entire construction period. If their activities are found to cause wildlife conflict, they must take corrective action.

**76. Who is responsible for moving the beavers currently living below the footbridge, and how and when will their move be undertaken by this party?**

If beavers reside in the project area at the start of construction, the P3 contractor will be responsible for relocating them. Relocation or removal can only be undertaken as authorized by a permit issued by Alberta Environment and Sustainable Resource Development (AESRD).

**77. Who is responsible for monitoring the Class A fish habitat just downstream from the Dawson Bridge (west of the Riverside golf course) during construction? What will the immediate response be if this monitoring group detects negative impact on this habitat and/or the fish who normally benefit from this habitat? What will the longer-term implications be on the P3 contractor if the monitoring group detects negative impact on this habitat and/or the fish who normally benefit from this habitat?**

The P3 contractor is responsible for monitoring and managing water quality in all affected natural water bodies and watercourses. They must also receive all necessary approvals from the federal government’s Department of Fisheries and Oceans (DFO) and Alberta Environment and Sustainable Resource Development (AESRD). Those agencies are responsible for any required enforcement action and may administer penalties for non-conformance.

**78. Who is responsible for monitoring wildlife, including but not limited to birds, bats, beavers, deer, coyotes, and fish, in the EISA study area AFTER construction is complete? What will the immediate response be if this monitoring group detects stress upon animals? What will the longer-term implications be on the P3 contractor if the monitoring group detects stress on animals?**

The project does not require monitoring specific to animal stress in the river valley, but there are several measures designed to reduce impact on wildlife during operations. Upon completion of construction and during

the Valley Line 30-year operating period, the P3 contractor must develop an environmental management system specific to the operating period, must comply with all environmental laws and must use best environmental management practices. The City will monitor wildlife movement following construction and will identify issues and solutions as required.

- 79. The EISA notes: “This EISA will consider the potential for serious harm to fisheries during demolition of the existing bridge, construction of the proposed bridge and other associated works to the extent possible based on the Reference Design. Additional impact assessment and development of attendant mitigation measures for demolition and construction will be required during detailed design.” Who is responsible for this additional impact assessment, when will this assessment be performed, and when will it be made available to the public?**

The P3 contractor is responsible for developing an additional impact assessment and mitigation measures as part of their application to the federal and provincial governments for approvals to work instream. The P3 contractor is responsible for determining the timing and provision of these measures to the public.

- 80. Who is responsible for monitoring the project’s compliance with the Migratory Birds Convention Act, the Species at Risk Act, Alberta’s Water Act, and Alberta’s Wildlife Act? Who is responsible if any of these acts is violated?**

The contractor is responsible for monitoring compliance with these Acts and all other environmental legislation and approval conditions. The province of Alberta is responsible for enforcing these Acts. The City is able to undertake inspections at will and will do so as appropriate.

- 81. Who is responsible for monitoring the project’s adherence to “The Way We Green” and how exactly is adherence determined?**

“The Way We Green” is part of a series of documents that outlines the City’s vision. This vision helps us set direction and encourages us to align our priorities as we work to make Edmonton the city we want it to become in 2040. “The Way We Green” and other master plans like “The Way We Grow” and “The Way We Move” were fundamental building blocks for the Valley Line LRT Concept Plan, and have significantly inspired and shaped the technical performance requirements embedded in the Draft Project Agreement.

- 82. As per Parkland Bylaw 2202, will the city develop a Staging Area Agreement with the P3 contractor? Will this agreement be available to the public?**

The project agreement will include all requirements with respect to the P3 contractor’s use and occupation of parkland to which the bylaw applies.

As noted in the Accountability, Transparency and Disclosure Framework, the final Project Agreement will be shared within 60 days of financial close, with proprietary or commercially-sensitive information redacted.

- 83. Will the P3 contractor’s Environmental Management System be made available to the public? If so, when?**

It is not expected that this document will become public. However, the P3 contractor may share aspects of their environmental management system with the public at their discretion.

- 84. When will the answers to the following questions in the EISA be answered, and by whom? Will the public have access to these answers?**

Answers are being provided through this document.

**4.1.6 Wildlife** The downtown river valley supports significant wildlife habitat and, more specifically, many species of wildlife. Construction of the LRT requires removal of some natural habitat. Will critical wildlife habitat be lost?

No. Critical wildlife habitat was not identified in the Environmental Impact Screening Assessment (EISA) study area.

**Will any special status wildlife species be affected by project construction?**

No. Special status species are not expected to be affected by this project.

**Will the project result in wildlife mortality?**

There is little chance of wildlife mortality. All advisable precautions will be taken and are prescribed in the Draft Project Agreement.

**Does the project have potential to temporarily or permanently alienate wildlife from available habitat?**

Some very local, temporary alienation could occur during select construction activities. However this was rated as a minor impact considering the already high human presence in the area, including heavy traffic volumes in this area of the river valley.

**4.1.7 Habitat Connectivity** The NSRV is known to be the main spine of Edmonton's Ecological Network and an important regional wildlife movement corridor. LRT infrastructure may involve temporary or permanent reduction in habitat connectivity or blocking of that corridor. Landscaping associated with the project may form new habitat connections. As such, the project has the potential to influence the movement of wildlife through the river valley.

**Will wildlife movement or habitat connectivity be compromised by construction or operation of the new LRT line?**

Some of the infrastructure will act as a barrier during construction and also, in a lesser way, during operation. However, design efforts have been made to facilitate wildlife movement and all structures proposed to date are compliant with the City's wildlife passage guidelines (or will be with appropriate mitigation). Wildlife movement monitoring will be undertaken following construction and mitigation measures will be implemented as appropriate.

**85. When will the answers to the following questions in the EISA be answered, and by whom? Will the public have access to these answers?**

Answers are being provided through this document.

**4.2.3 Recreational Land Use**

The new LRT line in the NSRV will intersect with several parks, and with the NSR itself, and will take place in the heart of the City's recreational corridor. The area supports local and regional pathway connections both within and outside of the river valley. Many highly-valued recreational activities and programmed events occur in the area, including water-based activities. Key recreational issues are:

**Will local pathway disruptions during the construction period be suitably mitigated for all users, including those availing themselves of wheelchair accessibility?**

Yes, the City will endeavor to make the trail detours in the river valley accessible to all users.

## **Will access to the river, valley parks, the Muttart Conservatory or the Edmonton Ski Club be disrupted during construction and/or operations?**

Access must be maintained to Muttart Conservatory and the Edmonton Ski Club during LRT construction and operation. Most parks and park facilities will remain fully-accessible during construction, with the exception of those portions of parks that intersect with the project area. The stretch of the river near the future location of the Tawatinâ Bridge may be closed for short periods during overhead construction. However, the river will otherwise remain navigable throughout the construction period. Following construction of the Valley Line, an LRT stop will be available in the river valley, which will positively affect the accessibility of the river valley.

## **Will the Trans-Canada Pathway kiosk, wishing tree or donor trees or benches require temporary or permanent relocation?**

All such amenities in the project area will be identified and either protected or relocated in accordance with standard City procedures.

## **Will gardens be disturbed by construction, and how will this be mitigated?**

Several gardens within the project area will be removed during construction. All affected gardens have been inventoried and replacement or reinstallation plans have been developed in consultation with Community Services and their garden partners.

## **Will LRT train operations disrupt recreational use in the study area?**

No. All recreational areas, amenities and networks will be re-established following construction.

## **Will any long-term losses or alterations to recreational infrastructure occur as a result of the project?**

There will be alterations but no losses. Minor pathway realignments will be required following the addition of new infrastructure in the study area. However, these realignments are not substantial changes to the pathway system. Some ski club lift terminals will require relocation and some runs may have to be adjusted, but mitigating work by the City and the Edmonton Ski Club has better safeguarded that all runs will remain functional.

## **Will construction or operations interfere with special events such as the Edmonton Folk Music Festival and Dragon Boat Festival?**

No. The P3 contractor must accommodate special events. They will be restricted on construction activity and access to these sites during the event periods.

## **Will bicycle parking be provided at the Muttart Stop?**

Yes.

## **Will the project result in a loss of green space?**

A relatively small amount of green space will be lost during construction, but the vast majority of this will be returned to parkland following the completion of construction.

## **86. Who is responsible for overseeing the removal of rare plant species from the EISA-studied area, and for the renaturalization of the area once construction is complete, and following which specific guidelines? How will adherence of this process to the city's Urban Forest Management Plan be measured, and by whom?**

The City of Edmonton is responsible for effecting mitigation measures for rare plants and has already initiated a program to that end.

The P3 contractor is responsible for development and implementation of the required naturalization and forest restoration efforts. The City will take responsibility of these areas in approximately two years following completion of the construction period and once the P3 contractor demonstrates that all work has been implemented and the areas are performing well.

The City was guided by several documents and policies in developing the mitigation measures for rare plants and in developing the requirements for renaturalization in the Draft Project Agreement, including the Urban Forest Management Plan.

**87. Who is responsible for informing Leilani Muir that the footbridge named after her will be demolished and that the new bridge will not carry her name?**

The footbridge is not formally named after Ms. Leilani Muir. For more information, please visit her website: <http://leilanimuir.ca/266>.

**SUBMISSION 13**

**88. Riverdale Community League was promised that the structural integrity of Cameron Avenue Coop which will not be affected by the LRT tunnel and slope stability. Is this commitment in the RFP and if so what are the terms outlined in section 3.4.3 and 3.4.4?**

In terms of structural integrity, the City will offer pre-construction condition assessments to all properties directly adjacent to the LRT right-of-way to establish comparative baseline documentation. For more information, please see the answer to question 11.

In terms of slope stability, the Draft Project Agreement requires the P3 contractor to implement a rigorous monitoring plan of that slope for least 10 years after service commencement. They must also regularly share the results of that monitoring program with the City.

**89. Riverdale Community League has been told that the construction access to the bridge and tunnel will be through Louise McKinney Park rather than Cameron Ave, except for times when festivals in the park prevent this. Is this commitment in the RFP? (section 3.1.3)**

Please see the answer to question 41.

**90. Many people in Riverdale have expressed concern about being able to travel through Louise McKinney Park during the construction period. What is specified in the RFP that assures that access to park will be maintained as much as possible? (section 3.1.4)**

The City has established a detour strategy for the area. For more information, please see the answer to question 39.

**91. Most traffic to and from Riverdale either goes up Rowland Road or Cameron Avenue/95 Street. What is specified in the RFP about traffic mitigation measures during the construction of the tunnel under 95 Street? (section 3.1.4)**

Traffic mitigation measures during construction of the tunnel under 95 Street will depend on the construction methodology and associated staging proposed by each proponent as part of their bid.

The Draft Project Agreement has several requirements and incentives to mitigate traffic impacts related to construction. It requires proponents to bid on the duration of work in order to minimize traffic impacts. Please see the answer for question 15 for more information.

The Draft Project Agreement also requires the P3 contractor to submit plans to the City, to obtain all necessary permits from the City and to provide appropriate public notification for roadway closures on the Valley Line project. Through this process, the City is able to better ensure that access is maintained and that appropriate detours are in place.

**92. Riverdale Community League was told that there would be a consultation committee established to address concerns about construction and travel issues as well as the design of the access road from Cameron Ave to the tunnel entrance. Is this commitment in the RFP?**

Citizen Working Groups will be formed as part of the City’s efforts to engage and communicate with those directly affected by the Valley Line LRT project. The intent is to provide a forum for information-sharing and dialogue in communities directly affected by the Valley Line LRT project, with working groups ideally representing a cross-section of their respective communities. The terms of reference for the Citizen Working Groups are currently being developed. Membership has not yet been established, but we plan to have the groups in place in 2015.

The Citizen Working Groups are a commitment of the City and not a requirement of the P3 contractor. The City will establish these groups during procurement. It is anticipated that the City will continue to engage these groups during construction in partnership with the P3 contractor.

**93. Many Riverdalians are very concerned about the environmental impact on the river and river valley during construction. What specific environmental protection requirements are in the RFP and what penalties will the corporations face if found to violating these environmental requirements? (Schedule 5 - Technical Performance Requirements and Schedule 10 - Environmental Requirements)**

Schedule 10 provides many specific environmental protection clauses and Schedule 5 contains clauses on the non-biological mitigation commitments made in the Environmental Impact Screening Assessment (EISA). Environmental protection requirements in Schedule 10 include:

- The P3 contractor must develop an environmental management system.
- They must comply with all environmental laws.
- They must obtain and comply with all environmental permits.
- They must use best environmental management practices.
- Their environmental personnel must have directly relevant and appropriate experience. This includes an Environmental Manager responsible for overseeing the environmental program, ensuring that the contractor complies with its environmental obligations, overseeing an auditing program and regularly delivering reports to the City on this topic.

**SUBMISSION 14**

**94. Will the Valley Line include full-low floor LRT cars?**

At least 70% of the total floor area of each light rail vehicle must be accessible to passengers without any step or slope requirements.

**95. How will the snow be cleared in situations where the LRT tracks are adjacent to the roads on one side, and sidewalk or business/residential property on the other?**

Please see the answer to question 24.

- 96. Regarding the Davies station preliminary design, is a side loading platform necessary given the double infrastructure requirements and - presumably - increased costs? With two distinct and unconnected proof-of-payment areas, will there be a need for increased security at the station?**

The preliminary design for Davies Station features side-loading platforms because the City considered them to be beneficial in terms of cost, ride comfort, track maintenance, property impacts, and station architecture. The City does not anticipate that the design will impact security needs. Appropriate security levels will be provided at each station.

- 97. Will there be sufficient room for people to pass each other on the staircases? How will the performance issues of escalators encountered elsewhere in the system be avoided?**

The staircases have been designed to provide enough room for two-way traffic. The Draft Project Agreement requires the P3 contractor to install heavy-duty escalators and to respond promptly to any issues or face financial deductions.

- 98. Though organic design shelters are aesthetically pleasing, we are concerned they are not practical for Edmonton's climate. Is there a way to heat these shelters during the colder months?**

Yes, these shelters will be heated.