

THE CITY OF EDMONTON  
PROJECT AGREEMENT  
VALLEY LINE LRT – STAGE 1

*Schedule 1*

*Definitions and Interpretation*

## SCHEDULE 1

### DEFINITIONS AND INTERPRETATION

#### 1. DEFINITIONS

In the Agreement, unless the context otherwise requires:

- 1.1 **90 Avenue Reconstruction Project Limits** means the limits of construction for the 90 Avenue reconstruction project being undertaken by the City and scheduled to be completed in 2015.
- 1.2 **95 Street Utility Complex** means the Utility Complex described in Section 2-9.9 [*Utility Complexes*] of Schedule 5 [*D&C Performance Requirements*], if required.
- 1.3 **98 Avenue Bridge** means the portion of the South River Valley Elevated Guideway that crosses over 98 Avenue.
- 1.4 **102 Avenue Cut and Cover Tunnel** means the Cut and Cover Tunnel located between the Mined Tunnel and the 102 Avenue Tunnel Approach.
- 1.5 **102 Avenue Tunnel Approach** means the Structure located along 102 Avenue between the at-grade crossing of 96 Street and the Quarters Tunnel, including the ramp and retaining walls down to, and including, the headwall of the Quarters Tunnel.
- 1.6 **Acceleration Event** has the meaning given in Section 9.4(c) [*Taxes*] of the Agreement.
- 1.7 **Access Vault** means a vault in which safe and convenient access is provided for worker entry for purposes of installation and maintenance of underground cable Utilities.
- 1.8 **Accident/Incident Event Recorder** has the meaning given in Section 7-1.22 [*OnBoard LRV Accident/Incident Event Logging and Recorder*] of Schedule 5 [*D&C Performance Requirements*].
- 1.9 **Action Levels** means the Instrument Response Levels of settlement or distortion at which corrective measures are required, as described in Section 4-5.8 F1 [*Instrumentation and Monitoring*] of Schedule 5 [*D&C Performance Requirements*].
- 1.10 **Active Driver's Cab** means the Driver's Cab having exclusive control over operation of an LRV or Train.
- 1.11 **Actual Departure Time** means the time, to the nearest second, at which a Train leaves from a Stop or Station, measured from the time when the Train doors lock.
- 1.12 **Actual Lane Closure Costs** means the sum, in Canadian dollars, calculated in accordance with Section 16.3.1.1 [*Actual Lane Closure Costs*] of Schedule 16 [*Payment Mechanism*].
- 1.13 **Actual Transit Impact Costs** means the sum, in Canadian dollars, of ETS Transit Impact Costs calculated in accordance with Section 16.3.2.1 [*Actual Transit Impact Costs*] of Schedule 16 [*Payment Mechanism*].
- 1.14 **Actual Tree Compensation Value** means the sum, in Canadian dollars, calculated in accordance with Section 16.3.4.1 [*Actual Tree Compensation Value*] of Schedule 16 [*Payment Mechanism*].

- 1.15 **Additional Insurance** has the meaning given in Section 3.4 *[Additional and Elective Insurance]* of Schedule 17 *[Insurance Requirements]*.
- 1.16 **Additional Lands** means those additional lands or Real Property Interests acquired for the Project by Project Co or the City, if any, pursuant to Section 4.5 *[Additional Lands]* of this Agreement.
- 1.17 **Adjoining Lands** means Real Property Interests, including the NSR Lands, which are adjacent to, abut against, or adjoin the City Lands which are accessed, occupied, possessed or used by Project Co in any manner to carry out and perform the Project Work, whether on a temporary and incidental basis or on a long term or permanent basis.
- 1.18 **Adjusted Energy Target** means the Annual Energy Target, as adjusted pursuant to Section 2.3 *[Adjustment to Energy Targets]* of Appendix 4 *[Energy]* of Schedule 16 *[Payment Mechanism]*, as applicable for the relevant Energy Year.
- 1.19 **Advance Start-up Notice** has the meaning given in Section 14.1(a) *[Advance Start-up Notice]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.20 **Affiliate** means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person where “*control*” means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of the first Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by statute, contract, credit arrangement or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such first Person.
- 1.21 **Agreement** means this project agreement entered into between the City and Project Co, dated as at the Commercial Close, including all schedules, appendices and attachments thereto, as amended, supplemented or restated from time to time.
- 1.22 **Alberta Building Code** or **ABC** means the Alberta Building Code 2014 promulgated under the *Safety Codes Act* (Alberta).
- 1.23 **Alberta Fire Code** or **AFC** means the Alberta Fire Code promulgated under the *Safety Codes Act* (Alberta).
- 1.24 **Alberta One Call** means the non-profit corporation that provides a communication service, between the digging community and the owners of buried facilities, to arrange for the marking of the location of buried facilities before a ground disturbance takes place.
- 1.25 **Alberta Survey Control Markers** or **ASCM** means the geodetic markers installed in Alberta as part of the provincial spatial referencing system.
- 1.26 **Alberta Tier 1 Guidelines** means the Alberta Tier 1 Soil and Groundwater Remediation Guidelines issued by AEP.
- 1.27 **Alberta Tier 2 Guidelines** means the Alberta Tier 2 Soil and Groundwater Remediation Guidelines issued by AEP.
- 1.28 **Alberta Transportation Approved Product List** means the list of materials and products approved for use in construction, maintenance and rehabilitation of Alberta Transportation

Bridges, currently accessible on the Alberta Transportation website at <http://www.transportation.alberta.ca/4822.htm>.

- 1.29 **ALRVC** means a collision between animals and LRVs.
- 1.30 **Alternative Traction Power Distribution System** means a Traction Power System that does not employ an OCS for distribution of DC Traction Power to the Light Rail Vehicle.
- 1.31 **AM Peak** means the period of time, within the Operating Hours, identified as such in Table 5.4 [*Operating Headways*] of Schedule 7 [*O&M Performance Requirements*].
- 1.32 **Amalgamated Transit Union** or **ATU** means Amalgamated Transit Union Local 569.
- 1.33 **Amenity Node** means a pedestrian space meeting the requirements set out in Section 2-4.4 [*Amenity Nodes*] of Schedule 5 [*D&C Performance Requirements*].
- 1.34 **Annual Energy Target** means the GJ of gas and electricity as indicated in Table 8 [*Annual Energy Target*] of Appendix 1 [*Payment and Payment Adjustment Inputs*] of Schedule 16 [*Payment Mechanism*].
- 1.35 **Annual Operations Plan** means the plan prepared by Project Co annually in accordance with Section 7.2.5 [*Annual Operations Plans*] of Schedule 7 [*O&M Performance Requirements*].
- 1.36 **Anti-Surfing** means a device or system to prevent persons from riding on the outside of a moving Light Rail Vehicle.
- 1.37 **APEGA** means the Association of Professional Engineers and Geoscientists of Alberta.
- 1.38 **Applicable Law** means:
- (a) any statute or proclamation or any delegated or subordinate legislation, including for greater certainty City by-laws;
  - (b) any order, direction, directive, request for information, policy, code, protocol, administrative interpretation, guideline, standard, rule, treaty, decree, consent, by-law or authorization of or by any Governmental Authority; and
  - (c) any judgment, order or decision of a relevant court of law, board, arbitrator or administrative agency which is a binding precedent in the Province of Alberta,
- in each case, in force in the Province of Alberta, applicable to the Project or the Project Work or otherwise binding on Project Co, a Project Co Person, the City or a City Person.
- 1.39 **Approach Run Time** has the meaning given in Section 6-3.5 C1a [*Transit Signal Priority*] of Schedule 5 [*D&C Performance Requirements*].
- 1.40 **Appropriate Persons** has the meaning given in Section 6.2(c) [*Design and Certification Procedure*] of Schedule 4 [*Design and Construction Protocols*].
- 1.41 **Arbitrator** has the meaning given in Section 1.6(d) [*Arbitration*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.42 **Arborist** means an ISA Certified professional, retained by Project Co, in the practice of arboriculture, with qualifications in tree risk assessment.

- 1.43 **Armature Alley** has the meaning given in Section 3-2.11.2 R [102 Avenue / Downtown] of Schedule 5 [D&C Performance Requirements].
- 1.44 **As Built** means Project information, including drawings, reports and test findings, which describe the state of the Infrastructure as it was constructed, and may contain notations and visible mark-ups to identify any field initiated changes made to the applicable Final Design, and which is to be verified by the Designer.
- 1.45 **Assessment Value Unit Rate for Forested Area** means the unit rates for Forested Areas defined in Table 2 of the Tree Valuation Inventory.
- 1.46 **Asset Classification and Numbering System** means the City's "TCAAssetCatalogue" asset classification system, a copy of which is included in the Disclosed Data.
- 1.47 **Asset Manager** means the Key Individual identified by such title in Section 2.3(a) [Key Individuals] of Schedule 26 [Representatives and Key Individuals], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [Key Individuals] of Schedule 26 [Representatives and Key Individuals].
- 1.48 **Asset Register** has the meaning given in Section 9.2 [Asset Register] of Schedule 4 [Design and Construction Protocols].
- 1.49 **Associated Liabilities** has the meaning set out in Section 9.4(i) [Taxes] of the Agreement.
- 1.50 **Audio Frequency Track Circuit** or **AF Track Circuit** means an electronic Track Circuit operating in the audio frequency spectrum.
- 1.51 **Audit Certificate** means a project System Safety Program Audit Certificate or a Road Safety Audit Certificate, as applicable.
- 1.52 **Automatic Grade Crossing Warning System** means an interconnection of various devices and their controls used to indicate, and protect, by means of gates and flashing lights, the approach and/or presence of a Train at a Grade Crossing.
- 1.53 **Automatic Sanding System** has the meaning given in Section 7-1.13.1.5 A [Automatic Sanding System] of Schedule 5 [D&C Performance Requirements].
- 1.54 **Available** or **Availability** means the ability of an element of the System to be ready for use when tasked to perform, provide or deliver all of its intended functions in accordance with the applicable Project Requirements, unless otherwise specified.
- 1.55 **Average Queue Length** has the meaning given in Section 1-2.7 B3 [Measures Of Effectiveness] of Schedule 5 [D&C Performance Requirements].
- 1.56 **Average Vehicle Delay** has the meaning given in Section 1-2.7 B2 [Measures Of Effectiveness] of Schedule 5 [D&C Performance Requirements].
- 1.57 **AW Loading** means the AW loadings defined in ASME RT-1, but with the mass of each Passenger, crew member and Driver being 75kg.
- 1.58 **AW0** means the weight of an empty, ready-to-run LRV.
- 1.59 **AW1** means AW0, plus full seated load, including crew.

- 1.60 **AW2** means AW1, plus standees at 4 Passengers/m<sup>2</sup>.
- 1.61 **AW3** means AW1, plus standees at 6 Passengers/m<sup>2</sup>.
- 1.62 **AW4** means AW1, plus standees at 8 Passengers/m<sup>2</sup>.
- 1.63 **Back of Trackway Landscape Area** means the landscape area between the Trackway and either an adjacent property or walkway as illustrated in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.64 **Back of Walk Landscape Area** means the landscape area between a walkway and an adjacent property as illustrated in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.65 **Background Check** means a Canadian Police Information Centre criminal record database search, including Vulnerable Sector Check.
- 1.66 **BAFO** has meaning given in Section 1.4(c) [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.67 **Ballasted Track** means a track structure consisting of rail, tie plates or fastenings, cross ties, and the ballast/subballast bed supported on a prepared subgrade.
- 1.68 **Barrier-Free** means that a building, facility, Light Rail Vehicle or path of travel can be approached, entered, accessed and used by persons with physical, mental or sensory disabilities.
- 1.69 **Barrier-Free Design Guide** means the Barrier-Free Design Guide published by the Alberta Safety Codes Council.
- 1.70 **Baseline Construction Schedule** has the meaning given in Section 3.1(b) [*Submission Requirements*] of Schedule 3 [*Construction Schedule*].
- 1.71 **Battery Ground Fault** means a condition whereby an energy source meant to energize Vital circuit(s) is leaking current to ground.
- 1.72 **Bechtel Partner** means BDC TransEd (Nova Scotia) Co.
- 1.73 **Bedding-In Period** means the 12-month period following the Service Commencement Date.
- 1.74 **Benchmark Insurance Premium** has the meaning given in Section 4.2 [*Changes in Project Co Premiums*] of Schedule 17 [*Insurance Requirements*].
- 1.75 **Block** means a specified section of Track governed by a Block Signal.
- 1.76 **Block Signal** means a fixed signal, installed at the entrance to each Block, to govern Trains entering and occupying the specified Block.
- 1.77 **Bombardier Partner** means Bombardier TransEd GP Inc., in its capacity as general partner of Bombardier TransEd Holdings LP.
- 1.78 **Brinell** has the meaning given in ASTM E103.

- 1.79 **BT Group** means all of Bombardier Transportation Global Holding SE, Bombardier Transportation Canada Holding Inc., Bombardier Transportation Investments USA LLC, and Bombardier European Investments, SLU, and **BT Group Member** means any of them.
- 1.80 **BT Group Reorganization** means a transaction or reorganization that results in the sale, transfer or other disposition of some, but not all, of the BT Group Members or of all or substantially all of the BT Group Resources by the Bombardier Partner's Ultimate Parent or any Affiliate thereof.
- 1.81 **BT Group Resources** means the assets, management expertise, technical skills and expertise, intellectual property rights, and other rail transportation related resources and rail transit project related planning, design, implementation, operations and maintenance experience.
- 1.82 **BT Group Sale** means a direct or indirect sale, transfer or disposition of the entire BT Group by the Bombardier Partner's Ultimate Parent or an Affiliate thereof.
- 1.83 **Buffer Zone** has the meaning given in Section 4-5.7.1 A *[General Requirements]* Schedule 5 *[D&C Performance Requirements]*.
- 1.84 **Builders' Lien Act** means the *Builders' Lien Act* (Alberta).
- 1.85 **Building and Utility Settlement Study** has the meaning given in Section 1-5.1 A *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.86 **Building and Utility Settlement Study Report** has the meaning given in Section 1-5.1B *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.87 **Building Monitoring Points** or **BMP** means the monitoring points described in Section 4-5.8 M3 *[Instrumentation and Monitoring]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.88 **Building Supervisory Control and Data Acquisition** or **Building SCADA** means a SCADA system to remotely monitor and control building conditions.
- 1.89 **Building Structure** means:
- (a) all buildings forming part of the Gerry Wright OMF;
  - (b) all Stops, including Platforms and other elements forming part of a Stop;
  - (c) shelters at the Davies Transit Centre;
  - (d) the Churchill Connector;
  - (e) the Davies Station, excluding those structural elements of the Davies Station that support the Davies Elevated Guideway;
  - (f) all Utility Complexes; and
  - (g) any other structure, forming part of the Infrastructure, to which the Alberta Building Code applies.
- 1.90 **Bus Stop Materials** has the meaning given in Section 1-7.5.2 A *[City Recoverable Items]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.91 **Business Day** means a day other than a Saturday, Sunday or statutory holiday in Alberta.

- 1.92 **Business Opportunities** has the meaning given in Section 19.7(a) [*Business Opportunities*] of the Agreement.
- 1.93 **Bylaw 7188** has the meaning given in Section 1.5 [*City Environmental Requirements*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.94 **CaGBC** means the Canadian Green Building Council.
- 1.95 \*, Redaction under review, Subject to dept review
- 1.96 **Canadian GAAP** means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles, as such principles may be amended or varied by International Financial Reporting Standards then in effect in Canada, in any case consistently applied from one period to the next.
- 1.97 **Canadian Registered Safety Professional** means an individual who has met the requirements established by the Board of Canadian Registered Safety Professionals.
- 1.98 **Cancelled Trip** has the meaning given in Section 1 [*General*] of Appendix 7-C [*Service Performance Measures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.99 **Canopy** has the meaning given in Section 5-2.8.6 [*Canopies*] of Schedule 5 [*D&C Performance Requirements*].
- 1.100 **Canopy Tree** means a Street Tree having a high canopy with a mature width greater than 4m.
- 1.101 **Canopy Type** means a style of Canopy to be provided at each Stop and Station, as specified in Table 2-10.2.3 [*Stop PI Theme and Canopy Type for each Stop and Station*] in Schedule 5 [*D&C Performance Requirements*].
- 1.102 **Capital Payment** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.4.1 [*Capital Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.103 **CEAA** means the *Canadian Environmental Assessment Act*.
- 1.104 **Certificate** means an Audit Certificate, a Design Certificate, a Commissioning Certificate or a Construction Certificate, as the context requires.
- 1.105 **Certificate of Recognition or COR** has the meaning given in Section 1.4(a) [*Certificate of Recognition*] in Schedule 11 [*Project Safety Requirements*].
- 1.106 **Certificate of Service Commencement** has the meaning set out in Section 14.7 [*Certification of Service Commencement*] of Schedule 4 [*Design and Construction Protocols*].
- 1.107 **Certified Industrial Hygienist** means an individual meeting the requirements for a certified industrial hygienist established by the American Board of Industrial Hygiene.



- 1.108 **Change** means a variation, addition, reduction, substitution, modification, deletion, removal or other change to the whole or any part of:
- (a) the Design, Construction or the Design and Construction Requirements;
  - (b) the Services or the O&M Requirements; or
  - (c) the Project or the Project Requirements.
- 1.109 **Change Directive** means a written instruction and description of a proposed Change which is issued on a form designated as a “Change Directive Form” and signed by the City directing Project Co to immediately proceed with the work attributable to the Change, pending the finalization and issuance of a Change Order Confirmation for that Change.
- 1.110 **Change Enquiry** means a written notice and description of a proposed Change.
- 1.111 **Change Estimate** means a detailed breakdown, estimate and other information attributable to a proposed Change, prepared by Project Co in accordance with Section 2.3 [*Change Estimate Requirements*] of Schedule 13 [*Changes*].
- 1.112 **Change in Control** means with respect to a Person (the “**Entity**”) any direct or indirect change in the ownership or control of any legal, beneficial or equitable interest in any or all of the shares, units or equity in the Entity (including the control over the exercise of voting rights conferred on equity share capital, unit interests or equity interests or the control over the right to appoint or remove directors, a general partner or other managers), including changes arising from assignment or transfer of existing shares, units or equity, issuance of new shares, units or equity or amalgamation, merger consolidation, amendment of a limited partnership certificate or other reorganization, or any other direct or indirect change, which results in a Person or group of Persons, other than the equity holders of the Entity immediately prior to the change, directly or indirectly:
- (a) controlling the composition of the majority of the board of directors or other governing body of the Entity or of a general partner or manager of the Entity;
  - (b) controlling the decisions made by or on behalf of the Entity, including by contractual means or rights or by controlling the voting power of the board of directors or other governing body or by controlling the voting power of any class of shareholders or equity holders of any of the Entity, a general partner of the Entity or a manager of the Entity or otherwise;
  - (c) holding equity, either beneficially or otherwise, of that Entity with a subscribed value (taking into account contributions to be made in the case of a limited partnership) of more than one half of the subscribed value (taking into account contributions to be made in the case of a limited partnership) or equity (either beneficially or otherwise) of that Entity with more than one half of the voting rights; or
  - (d) having the ability through contractual means or rights or otherwise to direct or cause the direction of the management, actions, decisions or policies of the Entity.
- 1.113 **Change Order Confirmation** means confirmation provided by the City of a Change Estimate including, if applicable, any adjustment to the Construction Schedule, the Target Service Commencement Date, the Long Stop Date, the Construction Period Payments or the Operating Period Payments.

- 1.114 **Change Reference Date** has the meaning given in Section 1.7 *[Effect on Schedule]* of Schedule 13 *[Changes]*.
- 1.115 **Character Zone** means a defined geographic area having unique hardscapes and softscapes, history, cultural influences and community connections.
- 1.116 **Check-in** has the meaning given in Section 6-3.5 C1 *[Transit Signal Priority]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.117 **Check-in-B** has the meaning given in Section 6-3.5 C2 *[Transit Signal Priority]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.118 **Check-out** has the meaning given in Section 6-3.5 C3 *[Transit Signal Priority]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.119 **Checking Team** means a group of engineers assigned to independently undertake a design check in accordance with the Design and Certification Procedure.
- 1.120 **Churchill Connector** has the meaning given in Section 1-1.2.3 A4 *[Key Transportation Structures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.121 **Churchill Connector Utility Complex** means the Utility Complex described in Section 5-2.13.2 A4(b) *[Functional Program]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.122 **City** means the City of Edmonton.
- 1.123 **City Activities** includes the provision of all governmental services and the conduct of all activities performed in, or associated with, light rail transit and other services of a similar nature, including performance of the City's security obligations pursuant to Schedule 29 *[Security Matters]*.
- 1.124 **City Approvals** has the meaning given in Section 2.1 *[Categories of Approvals]* of Schedule 28 *[Project Approvals and URP Matters]* Part A *[Project Approvals]*.
- 1.125 **City Cabinets** has the meaning given in Section 6-1.7 R *[Systems Duct Bank and Associated Infrastructure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.126 **City Conduit** has the meaning given in Section 6-1.7 I *[Systems Duct Bank and Associated Infrastructure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.127 **City Council** means the City Council of the City of Edmonton.
- 1.128 **City Environmental Bylaws** has the meaning given in Section 1.5(1) *[City Environmental Requirements]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.129 **City Environmental Policies** has the meaning given in Section 1.5(2) *[City Environmental Requirements]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.130 **City-FDF** has the meaning given in Section 6-1.9 E *[Data Centres]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.131 **City Fibre** has the meaning given in Section 6-1.8 C *[Fibre Optic Backbone]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.132 **City Grant** has the meaning given in Section 4.16.4 *[NSR and Off-Site Lands]*.

- 1.133 **City Lands** means the Real Property Interests described in Schedule 14 [*City Lands*], including all improvements, fixtures, buildings, structures and other infrastructure, including the Existing Infrastructure, thereon, provided that the Future Acquired Lands (as identified in Schedule 14 [*City Lands*]) shall not constitute part of the City Lands until the City acquires possession of any Real Property Interests therein and notice of possession of such Real Property Interest has been delivered to Project Co.
- 1.134 **City Load** means the following electricity and gas loads:
- (a) Ticket Vending Machines;
  - (b) Validators;
  - (c) advertising at Stops and Davies Station;
  - (d) Global Wayfinding Maps;
  - (e) City Cabinets;
  - (f) City Office at the Gerry Wright OMF;
  - (g) the retail space in Davies Station; and
  - (h) security office at the Davies Station.
- 1.135 **City LRT** means the City's Light Rail Design and Construction Department.
- 1.136 **City Office** has the meaning given in Section 5-3.5 A [*City Office*] of Schedule 5 [*D&C Performance Requirements*].
- 1.137 **City Permits** has the meaning given in Section 4.6 [*Other City Permits*] of Schedule 28 [*Project Approvals and URP Matters*] Part A [*Project Approvals*].
- 1.138 **City Person** means:
- (a) any elected official, officer, employee or agent of the City;
  - (b) any representative, advisor (including any legal and financial advisor) of the City or subcontractor, consultant (of any tier) of the City in any such Person's capacity as provider of services directly or indirectly to the City in connection with the Project or the System, excluding Project Co, the Project Contractors and the Subcontractors;
  - (c) any invitee of the City or any of the City Persons referred to in (a) or (b) above who enters upon the Lands; or
  - (d) any lessee or tenant of the City at any facility forming part of the System,
- but does not include a Passenger.
- 1.139 **City Policies** means the following policies, or portions of policies where only a portion is indicated, of the City as at the Commercial Close, copies of which are included in the Disclosed Data:
- (a) Policy C420 – Corporate Communications;

- (b) Policy C513 – Public Involvement;
- (c) Administrative Directive and Administrative Procedure A1446A, together with Attachments I (Social Media Guidelines) and II (Visual Identity Standards) thereto;
- (d) Policy C531 - Natural Area Systems Policy;
- (e) Policy C542 - Development Setbacks from River Valley/Ravine Crests Policy;
- (f) Policy C512 - Environmental;
- (g) Policy C456A - Corporate Tree Management;
- (h) Greenhouse Gas Emission Reduction Plan;
- (i) Policy C532 - Sustainable Building;
- (j) Policy C556 - Sustainable Purchasing;
- (k) Supplier Code of Conduct; and
- (l) City of Edmonton Wildlife Passage Engineering Design Guidelines.

1.140 **City Project Document** means this Agreement, the Direct Lender Agreement, the Collateral Agreements, the Insurance Trust Agreement and, when executed and delivered in accordance with this Agreement, the Independent Certifier Agreement and Referee Agreements.

1.141 **City Recoverable Items** means the items listed in Section 1-7.5.2 A [*City Recoverable Items*] of Schedule 5 [*D&C Performance Requirements*].

1.142 **City Regulatory Policy** means the following policies of the City:

- (a) Policy C506A - Urban Traffic Noise Policy;
- (b) Environmental Construction Operations (ECO) Plan Framework: Instructions for Preparing ECO Plans for Alberta Transportation, City of Calgary and City of Edmonton Construction Projects;
- (c) City of Edmonton Erosion and Sedimentation Control Guidelines and Erosion and Sedimentation Control Field Manual;
- (d) Integrated Pest Management Policy;
- (e) ENVISO; and
- (f) City of Edmonton Policy C409I Snow and Ice Control,

as from time to time amended, replaced, extended or consolidated.

1.143 **City Railway Work** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].

1.144 **City Pipeline Work** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].

- 1.145 **City Security Obligations** has the meaning given in Section 2.2 [*City's Security Obligations*] of Schedule 29 [*Security Matters*].
- 1.146 **City Support Statements** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.147 **City Traffic Management Centre** means the central control facility from which the City manages its traffic control system.
- 1.148 **City URP Work** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.149 **City Utility Work** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.150 **City Works** has the meaning given in Section 1-1.3 A [*City Works*] of Schedule 5 [*D&C Performance Requirements*].
- 1.151 **City's Representative** means Brad Smid, Valley Line Project Director, or such substitute as may be appointed by the City pursuant to Section 1.2 [*Change of the City's Representative*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.152 **Claim** means any claim, demand, action, cause of action, suit or proceeding.
- 1.153 **Claim Notice** has the meaning given in Section 20.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.154 **Claims Adjuster** has the meaning given in Section 3.15(c) [*Claims Reporting and Settlement*] of Schedule 17 [*Insurance Requirements*].
- 1.155 **Class HPC** means the class of concrete identified as such in Table 4-1.7.1-1 [*Concrete Classes*] of Schedule 5 [*D&C Performance Requirements*].
- 1.156 **Clearance Letter** means a clearance letter issued by Alberta Culture under the *Historical Resources Act* (Alberta).
- 1.157 **Clerical Error** means a mistake such as a typographical error or the unintentional addition or omission of a word, phrase or figure.
- 1.158 **Clock Tower** means a clock tower meeting the requirements set out in Section 5-2.8.12 [*Clock Tower*] of Schedule 5 [*D&C Performance Requirements*].
- 1.159 **Closed Circuit Television** or **CCTV** means closed circuit television.
- 1.160 **Closure Rail** means a piece of fixed rail between the point and "frog", which braces against the running rail to facilitate the switching of a Train.
- 1.161 **CNR At-Grade Agreement** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.162 **CNR Grade Separation Agreement** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].

- 1.163 **Collateral Agreement** means each or any of the agreements to be entered into between the City, a Project Contractor and Project Co in the form set out in Schedule 22 [*Collateral Agreements*], as amended, supplemented or replaced from time to time in accordance with this Agreement.
- 1.164 **Columnar Tree** means a Street Tree with a narrow or columnar form, having a mature canopy width of less than 4m.
- 1.165 **Commemorative Tree** means an existing tree that may be relocated or removed and that shall be replaced in accordance with Section 2-14.13.G [*Tree Retention, Relocation, Removal and Protection*] of Schedule 5 [*D&C Performance Requirements*] if relocated or removed.
- 1.166 **Commencement of Disruptive Activities** means, for an NSRV Segment, the earlier of:
- (a) the date on which Project Co commences a Disruptive Activity where the total area impacted by the Disruptive Activity and all previous Disruptive Activities is more than 5% of the total area within the NSRV Segment; and;
  - (b) the date on which Project Co prevents, limits or otherwise restricts public access to more than 5% of the total area within the NSRV Segment by any means of exclusion, including installation of fencing or closure of a Trail without the concurrent opening of alternative trails or access routes in that NSRV Segment that provide equivalent access to that NSRV Segment.
- 1.167 **Commercial Close** means the Effective Date, being the date when the Agreement has been executed and delivered.
- 1.168 **Commercial Referee** has the meaning given in Section 1.4 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.169 **Commissioning** means inspection and testing of the System, including all equipment, components, systems and sub-systems, for the purpose of verifying the performance of the System and confirming that the System complies with the Design and Construction Requirements.
- 1.170 **Commissioning Certificate** means a certificate in respect of the Commissioning as provided by Project Co pursuant to the Design and Certification Procedure.
- 1.171 **Commissioning Manager** has the meaning given in Section 10.1 [*Commissioning Manager*] of Schedule 4 [*Design and Construction Protocols*].
- 1.172 **Commissioning Plan** means the plan prepared by Project Co in accordance with Section 10.4 [*Commissioning Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.173 **Commissioning Register** has the meaning given in Section 10.8.1(a) [*Commissioning Register*] of Schedule 4 [*Design and Construction Protocols*].
- 1.174 **Commissioning Schedule** has the meaning given in Section 10.5(a) [*Commissioning Schedule*] of Schedule 4 [*Design and Construction Protocols*].
- 1.175 **Commissioning Sub-committee** has the meaning given in Section 10.2(a) [*Commissioning Sub-Committee*] of Schedule 4 [*Design and Construction Protocols*].

- 1.176 **Commissioning Test Report** has the meaning given in Section 10.10 [*Commissioning Test Report*] of Schedule 4 [*Design and Construction Protocols*].
- 1.177 **Commissioning Work** means all of the work, activities and tasks required to completely and successfully complete the Commissioning of the System, including all equipment, components, systems and sub-systems.
- 1.178 **Communications Manager** means the Key Individual identified by such title in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.179 **Communications Response Requirements** has the meaning given in Section 1.9(a) [*Communications Response Requirements*] of Schedule 12 [*Public Communications and Public Engagement*].
- 1.180 **Communications Stakeholders** has the meaning given in Section 1.5 [*Communications Stakeholders*] of Schedule 12 [*Public Communications and Public Engagement*].
- 1.181 **Communications Working Group** or **CWG** has the meaning given in Section 1.3(a) [*Communications Working Group*] of Schedule 12 [*Public Communications and Public Engagement*].
- 1.182 **Completion** means that all of the applicable conditions precedent to Completion of the applicable Work Package or Project element, as set out in Section 13 [*Completion*] of Schedule 4 [*Design and Construction Protocols*], that have not been waived by the City, have been achieved, as certified by the Independent Certifier.
- 1.183 **Completion Certificate** means the Kâhasinîskâk Bridge Completion Certificate, the Tawatinâ Bridge SUP Completion Certificate, or an Early Handover Completion Certificate, as applicable.
- 1.184 **Completion of the Tawatinâ Bridge SUP** means the date when pedestrians can safely use the Tawatinâ Bridge SUP and all other conditions precedent have been satisfied, as certified by the Independent Certifier.
- 1.185 **Confidential Information** has the meaning given in Section 19.3 [*Confidential Information*] of the Agreement.
- 1.186 **Confined Space** has the meaning given in Part 9 of the *Occupational Health and Safety Regulation* (Alberta).
- 1.187 **Conflicting Moves** means Train movements or pending Train movements whereby two opposing or flanking Trains are in contention to occupy the same specified limits of Track at the same time.
- 1.188 **Connors Hill** means the NSRV slope bordered on the southwest by Connors Road, on the east by the extension of 95 Street, and on the north by the toe of the slope.
- 1.189 **Connors Road Trackway** has the meaning given in Section 1-1.2.3 A9 [*Additional Key Structures*] of Schedule 5 [*D&C Performance Requirements*].
- 1.190 **Consolidated Notice** has the meaning given in Section 2.3 [*Consolidation*] of Schedule 20 [*Dispute Resolution Procedure*].

- 1.191 **Consolidated Proceeding** has the meaning given in Section 2.3 [*Consolidation*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.192 **Construction** means everything, other than Design and Services, required to achieve Service Commencement, including the construction of the Infrastructure and Commissioning of the System, construction and removal of any Temporary Works, and the supply of all labour and materials, construction equipment, management, supervision and support of any kind or nature whatsoever required for the construction of the Infrastructure and the supply, installation, testing and Commissioning of all equipment, components, systems and sub-systems, and decommissioning and disposal of the designated existing infrastructure.
- 1.193 **Construction Certificate** means a certificate in respect of a Work Package, as provided by Project Co pursuant to the Design and Certification Procedure.
- 1.194 **Construction Easements** means all temporary or permanent easements or licences on the City Lands required to construct the Infrastructure as set out in Schedule 14 [*City Lands*].
- 1.195 **Construction Maintenance** has the meaning given in Section 1-3.8.A [*Maintenance During Construction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.196 **Construction Maintenance Program** has the meaning given in Section 1-3.8.C [*Maintenance During Construction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.197 **Construction Management Plan** has the meaning given in Section 7.1.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.198 **Construction Manager** means the Key Individual identified by such title in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.199 **Construction Manual** has the meaning given in Section 4-4.7.2.2A [*Construction Manual*] of Schedule 5 [*D&C Performance Requirements*].
- 1.200 **Construction Noise Control Sub-Plan** means the plan described in Section 7.2.1 [*Construction Noise Control Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.201 **Construction Period** means the period of time commencing upon the Commercial Close and ending on the Service Commencement Date.
- 1.202 **Construction Period Capital Amount** means:
- \*, Redaction under review, Subject to dept review



\*, Redaction under review, Subject to dept review

- 1.203 **Construction Period Joint Committee** has the meaning given in Section 3.1.1(a) *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.204 **Construction Period NPE Payment Adjustment** has the meaning given in Section 16.3.7 *[Construction Period NPE Payment Adjustment]* to Schedule 16 *[Payment Mechanism]*.
- 1.205 **Construction Period Payment** means the sum, in Canadian dollars, determined in accordance with Section 16.2 *[Construction Period Payment]* of Schedule 16 *[Payment Mechanism]*.
- 1.206 **Construction Period Payment Adjustment** means the sum, in Canadian dollars, determined in accordance with Section 16.3 *[Construction Period Payment Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.207 **Construction Period Security Program** has the meaning given in Section 1.2 *[Construction Period Security Program]* of Schedule 29 *[Security Matters]*.
- 1.208 **Construction Period Termination** means termination of this Agreement by the City under Section 17.2(a) *[Termination by City]* prior to Service Commencement.
- 1.209 **Construction Quality Management Plan** means the plan prepared by Project Co in accordance with Appendix 9C *[Construction Quality Management Plan]* of Schedule 9 *[Quality Management]*.
- 1.210 **Construction Schedule** has the meaning given in Section 3.1(e) *[Submission Requirements]* of Schedule 3 *[Construction Schedule]*.
- 1.211 **Construction Vibration Control Sub-Plan** means the plan described in Section 7.2.2 *[Construction Vibration Control Sub-Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.212 **Contaminated Soil Remittance Payment** or **CSP** means a payment pursuant to Section 16.3.6 *[Contaminated Soil Remittance Payments]* of Schedule 16 *[Payment Mechanism]*.
- 1.213 **Contaminated Soil Remittance Rate** has the meaning given in Section 16.3.6 *[Contaminated Soil Remittance Payments]* of Schedule 16 *[Payment Mechanism]*.

- 1.214 **Contamination** means the presence of any Hazardous Substance in any soil, soil vapour, sediment, groundwater, pore water or surface water in concentrations above applicable standards under Environmental Laws and includes the presence of any chloride in soil in concentrations in excess of 100 mg/kg.
- 1.215 **Contamination Management Plan** means a plan prepared by Project Co in accordance with Section 1.12 [*Contaminated Sites*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.216 **Contingency Condition** means a condition under which one Traction Power Substation is completely out of service.
- 1.217 **Contractual Approvals** means an approval, if any, of a third party other than a URP Company.
- 1.218 **Contractual Authorities** means a third party other than a URP Company, including any other persons identified in Schedule 14 [*City Lands*] as having an interest in or rights over the City Lands that may require to be addressed in order for Project Co to undertake and complete the Project Work.
- 1.219 **Contribution Agreement Parties** means Her Majesty the Queen in Right of Canada as represented by the Minister of Infrastructure, Her Majesty the Queen in Right of Alberta as represented by the Minister of Transportation and the Minister of Infrastructure and PPP Canada Inc.
- 1.220 **Contribution Agreements** means the various agreements between the City and the Contribution Agreement Parties pursuant to which the Contribution Agreement Parties have agreed to provide funds to the City for the Project.
- 1.221 **Corrective Action** means the action to eliminate the cause of an open Nonconformity, defect or other undesirable situation to prevent recurrence.
- 1.222 **Corrective Action Plan** means a plan for implementation of a Corrective Action.
- 1.223 **Corrective Maintenance** means any unplanned Maintenance to fix a Nonconformity or Deficiency that is unlikely to cause a disruption to Operational Availability and which can be scheduled along with Preventative Maintenance in order to minimize disruptions to Operational Availability.
- 1.224 **Coverage Study** has the meaning given in Section 6-1.21.1 B [*System Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.225 **CPR Grade Separation Construction Agreement** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.226 **CPR Overpass Crossing and Maintenance Agreement** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.227 **Crime Prevention through Environmental Design** or **CPTED** means the design and construction principles set out in Section 2-4.6 [*Crime Prevention Through Environmental Design (CPTED)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.228 **Crisis Communications** means communications activities in respect of any situation, event, occurrence or circumstance that, at the discretion of the City, adversely affects safety or has the

potential to adversely affect safety, constitutes a death or a serious injury to a person, constitutes a hostage situation or state of emergency, causes or may cause material damage or harm to property, buildings and/or equipment, constitutes a period of transition to or from war, is a significant labour disruption, or gives rise to an emergency, as determined by any statutory body including any Emergency Services.

- 1.229 **Critical Root Zone** means one of the zones described in Figure 2-14.13.3 [*Critical Root Zones*] of Schedule 5 [*D&C Performance Requirements*].
- 1.230 **Critical Spares** means all spare parts and replacement components which have been identified through the RAM Program as critical to maintaining Availability of the System at the Maximum Service Level.
- 1.231 **Crosshole Sonic Logging** means a method to verify the structural integrity of drilled shafts and other concrete piles by sending ultrasonic pulses through concrete from one probe to another.
- 1.232 **Current Level of Service** means a calculated measure of Operational Availability based on ridership delivery, schedule adherence and station availability.
- 1.233 **Custodial Maintenance** means any activities to maintain the appearance of the System.
- 1.234 **Custodial Maintenance Plan** has the meaning given in Section 9.6.1(a) [*General Requirements*] of Schedule 7 [*O&M Performance Requirements*].
- 1.235 **Customer Connection Guide** means a guide, published by EPCOR Distribution and Transmission Inc. (EDTI), which sets out procedures, guidelines and standards that are applicable to service connections provided by it under its terms and conditions for distribution connection services, which form part of the distribution tariff of EDTI.
- 1.236 **Customer Satisfaction Survey** means a survey meeting the requirements of Section 7.9.1 [*Customer Satisfaction Surveys*] of Schedule 7 [*O&M Performance Requirements*].
- 1.237 **Customer Satisfaction System and Quality Surveys** has the meaning given in Section 7.9(a) [*Customer Satisfaction and System Quality Surveys*] of Schedule 7 [*O&M Performance Requirements*].
- 1.238 **Cut and Cover Tunnel** means a portion of the Quarters Tunnel constructed by excavating a trench and constructing a roof and overhead support system, using either a bottom up or a top down method.
- 1.239 **Daily Payment Entitlement** or **DPE** has the meaning given in Section 1 (b) [*General*] of Appendix 7-C [*Service Performance Measures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.240 **Daily Transit Impact Rate** has the meaning given in Section 16.3.2.2 [*Daily Transit Impact Rates for Transit Impact Road Segments*] of Schedule 16 [*Payment Mechanism*].
- 1.241 **Data Centre** means a data centre meeting the requirements set out in Section 6-1.9 [*Data Centres*] of Schedule 5 [*D&C Performance Requirements*].
- 1.242 **Data Historian** means a centralized database supporting data analysis using statistical process control techniques.
- 1.243 **Data Room** means the database established by the City for the Project containing or referring to Disclosed Data.

- 1.244 **Date of Allocation of NPE Point** is the date on which NPE Point(s) in respect of a Non-Performance Event are allocated to the NPE Points Balance as provided in Appendix 3 *[Non-Performance Event Points and Default Points]* of Schedule 16 *[Payment Mechanism]*.
- 1.245 **Davies Elevated Guideway** has the meaning given in Section 1-1.2.3 A10 *[Additional Key Structures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.246 **Davies Industrial Character Zone** means the Character Zone described in Section 2-3.5 *[Davies Industrial Character Zone]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.247 **Davies Park'n'Ride** has the meaning given in Section 3-3.3.5 *[Davies Park'n'Ride]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.248 **Davies Site** means the site shown in Figure 1-3.5 *[Limits of Davies Site]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.249 **Davies Station** means the Station located at the Davies Site.
- 1.250 **Davies Station Platform Entrance** means a location at which Passengers enter a Davies Station Platform from a stair, escalator or elevator.
- 1.251 **Davies Transit Centre** means the bus transit centre located at the Davies Site.
- 1.252 **DBA Collateral Agreement** means the Collateral Agreement entered into between the City, Project Co and the Design Builder.
- 1.253 **Deconstruction Work** means any work required to remove and dispose of designated existing infrastructure that is impacted by the Construction of the Infrastructure.
- 1.254 **Default** means any breach or non-compliance by Project Co of or with any provision of this Agreement, including the material inaccuracy, when made, of any representation or warranty given by Project Co in this Agreement.
- 1.255 **Default Points** means those default points assigned to Project Co in accordance with Appendix 3 *[Non-Performance Event Points and Default Points]* of Schedule 16 *[Payment Mechanism]*.
- 1.256 **Default Points Balance** has the meaning given in Appendix 3 *[Non-Performance Event Points and Default Points]* of Schedule 16 *[Payment Mechanism]*.
- 1.257 **Deferred Pipeline Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.258 **Deferred Railway Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.259 **Deferred URP Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.260 **Deferred Utility Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.261 **Deficiency** means any defect, deficiency, error or fault in the performance of the Project Work, or a failure to comply with the Project Requirements, but does not include an Early Handover Deficiency.

- 1.262 **Deficiency Deadline** means a Tawatinâ Bridge SUP Deficiency Deadline, Kâhasinîskâk Bridge Deficiency Deadline, Early Handover Deficiency Deadline or Service Commencement Deficiency Deadline, as applicable.
- 1.263 **Degraded Traction Mode** means an operational mode under which an LRV is operated at a reduced speed, sufficient to enable the LRV to be driven to the Gerry Wright OMF or to otherwise clear the Mainline Track.
- 1.264 **Demand Charge** means an amount charged by an electricity retailer for the highest rate of electricity consumption in connection with the System during a billing period used by the electricity retailer.
- 1.265 **Dermott District Park Renewal** means a planned future redevelopment of the area east of 83 Street, between 86 Avenue and 90 Avenue.
- 1.266 **Design** means the entire process including plans, specifications, and drawings for the design of the Infrastructure, that Project Co is required to provide, as required by this Agreement.
- 1.267 **Design & Construction Communications and Public Involvement Plan** means the plan prepared in accordance with Section 1.6 [*Plan Requirements*] of Schedule 12 [*Public Communications and Public Engagement*].
- 1.268 **Design and Certification Procedure** has the meaning given in Section 6.2(a) [*Design and Certification Procedure*] of Schedule 4 [*Design and Construction Protocols*].
- 1.269 **Design and Construction Requirements** means the standards, specifications, procedures, design criteria, design guidelines and other requirements applicable to the Design and the Construction, including the requirements set out in Schedule 4 [*Design and Construction Protocols*], Schedule 5 [*D&C Performance Requirements*] and Schedule 10 [*Environmental Performance Requirements*], as amended, supplemented or replaced from time to time after the Effective Date in accordance with this Agreement.
- 1.270 **Design-Build Agreement** means the design and construction agreement between Project Co and the Design-Builder, a certified copy of which has been delivered by Project Co to the City, as amended, supplemented or replaced from time to time in accordance with this Agreement.
- 1.271 **Design Builder** means an unincorporated joint venture comprised of Bechtel Canada Co., EllisDon Civil Ltd. and Bombardier Transportation Canada Inc.
- 1.272 **Design Capacity** has the meaning given in Section 1-2.1.1 A3 [*Operational Design Parameters*] of Schedule 5 [*D&C Performance Requirements*].
- 1.273 **Design Certificate** means a certificate in respect of a Work Package, as provided by Project Co pursuant to the Design and Certification Procedure.
- 1.274 **Design Data** means all calculations, designs, design or construction information, standards, specifications, plans, drawings, graphs, sketches, models, Design Drawings and other materials, including all eye readable or computer or other machine readable data and including all design submissions required under the Design and Construction Requirements or the O&M Requirements, used, prepared or to be prepared by or on behalf of Project Co or a Project Co Person relating to the Project Work or to any Change.
- 1.275 **Design Development Change** has the meaning given in Section 4.2 [*Design Development Changes*] of Schedule 13 [*Changes*].

- 1.276 **Design Development Change Record** has the meaning given in Section 4.3 [*Design Development Change Process*] of Schedule 13 [*Changes*].
- 1.277 **Design Development Change Record Confirmation** has the meaning given in Section 4.4 [*Opportunity to Object*] of Schedule 13 [*Changes*].
- 1.278 **Design Development Change Register** has the meaning given in Section 4.7 [*Reconciliation*] of Schedule 13 [*Changes*].
- 1.279 **Design Drawings** means a technical drawing used to fully and clearly define the requirements of an engineered item, excluding shop or fabrication details.
- 1.280 **Design Fire Event** means the largest fire size expected to occur over the Term.
- 1.281 **Design Guide** means the document entitled Valley Line LRT Design Guide that provides guidance on implementing the SUI requirements for the Project, a copy of which is included in the Disclosed Data.
- 1.282 **Design Management Plan** has the meaning given in Section 6.4.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.283 **Design Manager** means the Key Individual identified by such title in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.284 **Design Quality Management Plan** means the plan prepared by Project Co in accordance with Appendix 9B [*Design Quality Management Plan*] of Schedule 9 [*Quality Management*].
- 1.285 **Design Service Life** means the period of time for which a building, structure, piece of equipment, component, device or system, as applicable, is expected to function at its designated capacity without major repairs or performance of compounding unscheduled maintenance activities.
- 1.286 **Design Speed** means the Maximum Operating Speed.
- 1.287 **Design Team** are the individuals responsible for the preparation of the detailed design of the Infrastructure.
- 1.288 **Design Vehicle** means a composite envelope used to define the static clearance envelope required to accommodate all On-track Vehicles, based on the Light Rail Vehicle and all rail-borne auxiliary equipment cross sectional dimensions.
- 1.289 **Designated Change in Law** means the following and no other changes in Applicable Laws, or common law, including any change in binding judicial interpretation of Applicable Law arising after the Financial Submission Date:
- (a) a change, including new or supplemental laws or regulations, that specifically requires a higher or different standard of performance or higher or different quality of material, in the performance of the Project Work compared to what was required under Applicable Law or the Performance Requirements on the Effective Date, provided such change could not have been reasonably anticipated based on publicly available information and reasonable due diligence prior to the Financial Submission Date;

- (b) a change, including new or supplemental laws or regulations or administrative policy requirements of a Governmental Authority, that results in the requirement for additional or supplemental environmental approvals or authorizations, or a change in the terms or conditions of such approvals, that makes it more onerous to perform the Project Work;
  - (c) the enactment of a general consumer sales tax in Alberta which is applied to any good or service consumed, used or supplied, or to be consumed, used or supplied, by Project Co in the course of carrying out the Project Work, to the extent that Project Co is unable to recover or be credited with input tax credits, refunds, rebates or exemptions for taxes payable by Project Co under such sales tax; or
  - (d) a change directed specifically at the light rail transit construction, operation or maintenance industries in Canada.
- 1.290 **Designer** means the individual or team who takes professional responsibility for the Design of a specific aspect of the Project.
- 1.291 **Destination Stop** means the final Stop or Station serviced on any Trip.
- 1.292 **Detailed Design Road Safety Audit** has the meaning given in Section 3-2.3 A [*Road Safety Audits*] of Schedule 5 [*D&C Performance Requirements*].
- 1.293 **Detector Locking** means a method of preventing the operation of any Power Operated Switch Machine(s) and of the display of any permissive signal indication(s) while a Track Occupancy exists within the limits of the switch.
- 1.294 **Development Charge** has the meaning given in Section 4.17 [*Development Charges*] of the Agreement.
- 1.295 **Direct Fixation Track** means a ballastless track structure in which the Track is mounted on direct fixation fasteners that in turn are anchored to an underlying concrete slab.
- 1.296 **Direct Lender Agreement** means the agreement between the City, the Security Trustee and Project Co in the form set out in Schedule 21 [*Direct Lender Agreement*], as amended, supplemented or replaced from time to time in accordance with this Agreement.
- 1.297 **Direct Losses** means all damages, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including costs incurred in respect of fuel, labour costs, vehicle wear and tear, and the cost of legal or professional services, legal costs being on a substantial indemnity basis), proceedings, demands, judgements and charges whether arising under statute, contract or at common law, excluding however Indirect Losses.
- 1.298 **Director of Inspection** has the meaning given to it in the *Occupational Health and Safety Act* (Alberta).
- 1.299 **Disclosed Data** means any and all information, data, reports and documents from time to time disclosed, provided or made available by the City or a City Person to Project Co or a Project Co Person, in connection with or pertaining to the Project, the Project Work, the City Lands, the Infrastructure, the requirements of any Governmental Authority, traffic records and forecasts or any obligations undertaken by Project Co under this Agreement, and whether disclosed, provided or made available before, on or after Commercial Close, and including without limitation:
- (a) any design information provided, or made available, by the City;

- (b) any and all plans, drawings, materials, books, records, files, correspondence, studies, tests, test results, test data, certificates, investigations, samples, surveys, reports, statements, documents, facts, information, projections and traffic information (including volume counts, classification counts, origin and destination data, speed and travel time information and vehicle jurisdiction data including, any of the foregoing stored electronically or on computer-related media);
  - (c) the data, reports and documents referred to in this Agreement including in any Schedule;
  - (d) any of the foregoing provided in connection with the RFP;
  - (e) anything contained in the Data Room before, on or after the Commercial Close, and any information, data, report or document specifically referred to in the Data Room; and
  - (f) the land identification AutoCAD drawings, the land identification sheets, and the information contained thereon.
- 1.300 **Disclosed Practices** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.301 **Dispute** means and includes; all disputes, controversies, or claims arising out of or relating to any provision of this Agreement; the failure of the Parties to reach agreement when specifically contemplated by or provided for in this Agreement; the alleged wrongful exercise or failure to exercise discretion or power reasonably by a Party when given to that Party under this Agreement; or the interpretation, enforceability, performance, breach, termination, or validity of this Agreement, or any other matter referred to for resolution pursuant to and in accordance with the requirements of the Dispute Resolution Procedure in Schedule 20 *[Dispute Resolution Procedure]*; provided a Dispute does not include any right of complaint, challenge, dispute or alleged wrongful failure to exercise a discretion or power given under this Agreement that is expressly stated to be in the sole or absolute discretion of the City.
- 1.302 **Dispute Notice** has the meaning given in Section 1.2 *[Dispute Notice and Response]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.303 **Dispute Resolution Procedure** means the procedure set out in Schedule 20 *[Dispute Resolution Procedure]*.
- 1.304 **Disrupted Trip** has the meaning given in Section 1 *[General]* of Appendix 7-C *[Service Performance Measures]* of Schedule 7 *[O&M Performance Requirements]*.
- 1.305 **Disruptive Activity** means any kind of physical disturbance as a consequence of Construction, including vegetation clearing, soil stripping, fill placement or stockpiling of materials within an NSRV Segment, provided that the following shall not be considered “Disruptive Activities”:
- (a) geotechnical or survey work, where the total amount of vegetation clearing and soil stripping for all such work within the NSRV Segment is less than the lesser of: (i) 500 m<sup>2</sup>; or (ii) 50% of the NSRV Segment area;
  - (b) installation of fencing, where the total length of all fencing within the NSRV Segment is less than 30m; and
  - (c) biological survey work and biological sampling work that does not require any vegetation clearing or soil stripping.



- 1.306 **Downtown Character Zone** means the Character Zone described in Section 2-3.2 [*Downtown Character Zone*] of Schedule 5 [*D&C Performance Requirements*].
- 1.307 **Draft Independent Certifier Payment Certificate** has the meaning given in Section 1.2(c) [*General*] of Schedule 1 [*Functions*] of Appendix 15A [*Independent Certifier Agreement*] of Schedule 15 [*Independent Certifier*].
- 1.308 **Draft Public Art Call** means the draft version of the documents that are created to procure the Public Art artists.
- 1.309 **Driver** means a Project Co Person who has been trained and certified to operate a Light Rail Vehicle on the System.
- 1.310 **Driver Reaction Time** means the nominal period of time for the typical Driver to perceive, recognize and react to a signal indication or On Track Obstruction that requires braking maneuvers to be initiated, under normal weather conditions.
- 1.311 **Driver Trip** means a Trip by the first LRV in a Train, inclusive of the Driver.
- 1.312 **Driver's Cab** means an LRV cab meeting the requirements set out in Section 7-1.12 [*Driver's Cab*] of Schedule 5 [*D&C Performance Requirements*].
- 1.313 **Driver's Safety Device** means a device meeting the requirements set out in Section 7-1.13.5.1 A [*Driver's Safety Device (Emergency 1)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.314 **Dry Method of Shotcrete** means a method in which the dry components of Shotcrete are mixed with water and air at the nozzle immediately prior to application.
- 1.315 **Dwell Time** means the amount of time a Train is stationary at a Station or Stop, inclusive of doors opening and doors closing to allow Passengers to board or alight the Train.
- 1.316 **Dynamic Braking** means any braking method that is only effective when the Train is moving.
- 1.317 **Dynamic Envelope** means the maximum space occupied by the Design Vehicle under dynamic conditions taking into account car movements on level tangent Track, and including the pantograph operating range/sway and suspension system deflections under all Passenger loading and maintenance conditions, representing the extreme Design Vehicle body displacement in any combination of rotational, lateral, and vertical movements.
- 1.318 **Early Departure** means any Trip on which the Actual Departure Time from either the Origin Stop or Davies Station is more than 15 seconds before the Scheduled Departure Time for the applicable Stop or Station.
- 1.319 **Early Handover Completion Certificate** has the meaning given in Section 13.3.6(a) [*Certificate of Completion of Early Handover Item*] of Schedule 4 [*Design and Construction Protocols*].
- 1.320 **Early Handover Deficiency** means any defect, deficiency, error or fault in the Design or Construction of an Early Handover Item.
- 1.321 **Early Handover Deficiency Deadline** has the meaning given in Section 13.3.9 [*Correction of Early Handover Item Deficiencies*] of Schedule 4 [*Design and Construction Protocols*].
- 1.322 **Early Handover Items** means the elements of the Infrastructure described in Section 1 [*General*] of Appendix 7B [*Early Handover Items*] of Schedule 7 [*O&M Performance Requirements*].

- 1.323 **ECO Plan** has the meaning given in Section 1.8.3(1) [*Environmental Construction Operations Plans*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.324 **ECO Plan Framework** has the meaning given in Section 1.5(2)(j) [*City Environmental Requirements*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.325 **Edmonton Ski Club** means the not-for-profit society which operates the NSRV Ski Hill.
- 1.326 **Edmonton Transit System** or **ETS** means the operator of the public transportation system in the City of Edmonton.
- 1.327 **Effective Date** means February 8, 2016.
- 1.328 **EISA Approval** means the resolution of City Council set out in section 6.12 of the minutes of the City Council meeting held on September 18, 2013 and the resolution of City Council set out in section 6.19 of the minutes of the City Council meeting held on April 15, 2015.
- 1.329 **Elective Insurance** has the meaning given in Section 3.4 [*Additional and Elective Insurance*] of Schedule 17 [*Insurance Requirements*].
- 1.330 **Electric Locking** means the combination of one or more electric or electronic controlling circuits by means of which switches, signals, or other units operated in connection with signaling are secured against operation under certain conditions.
- 1.331 **Electromagnetic Compatibility** or **EMC** means the requirement that any electronic or electrical equipment, component, system and subsystem work as intended in its environment and not generate electromagnetic disturbances, which may influence any other electronic or electrical equipment, component, system or subsystem.
- 1.332 **Element Location Zone** means the zone on a Platform where elements may be located as shown in Figure 5-2.8.3 [*Stop Platform Functional Lay-Out*] of Schedule 5 [*D&C Performance Requirements*].
- 1.333 **Elevated Guideway** means a Transportation Structure supporting an above-grade section of Trackway.
- 1.334 **EllisDon Partner** means EllisDon TransEd Holdings Inc., in its capacity as general partner of EllisDon TransEd Holdings Limited Partnership as managing partner of EllisDon TransEd General Partnership for and on behalf of EllisDon TransEd Holdings Limited Partnership and EllisDon TransEd Inc.
- 1.335 **Elm Pruning Ban** means the prohibition from pruning elm trees between March 31<sup>st</sup> and October 1<sup>st</sup> in any year in accordance with the City of Edmonton Community Standards Bylaw 14600.
- 1.336 **Embedded Track** or **Embedded Trackway** means a type of Trackway that is completely encased – except for the tops and gauge sides of the rails-within pavement.
- 1.337 **EMC Control Sub-Plan** means the plan described in Section 6.4.5.5 [*EMC Control Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.338 **EMC Project File** means a project file meeting the requirements specified in Section 1-2.3.2 [*EMC Project File*] of Schedule 5 [*D&C Performance Requirements*].

- 1.339 **Emergency Alarm Station** has the meaning given to it in NFPA-130 – Chapter 3 Definitions - Blue Light Station.
- 1.340 **Emergency Brake** means the braking mode described in Section 7-1.13 C3 *[Braking Systems]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.341 **Emergency Preparedness Plan** has the meaning given in Section 6.4.3(a) *[Emergency Preparedness Plan]* of Schedule 7 *[O&M Performance Requirements]*.
- 1.342 **Emergency Response Plan** has the meaning given in Section 2.4 *[Emergency Response Planning]* of Schedule 11 *[Project Safety Requirements]*.
- 1.343 **Emergency Services** means any police service, firefighting service, ambulance service, armed forces or other authority with emergency service authority pursuant to Applicable Law which may require access to the System or Infrastructure from time to time.
- 1.344 **Emergency Stop Mushroom Button** means the key control described in Section 7-1.12.3 C2 *[Cab Controls]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.345 **Encumbrance** means any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, claim or encumbrance of any nature whatsoever, including claims of the Workers' Compensation Board, Canada Revenue Agency, and other Governmental Authorities.
- 1.346 **End of Active Reclamation** means, for each NSRV Segment, the date on which the Independent Certifier has issued a report for the NSRV Segment stating that:
- (a) at least 98% of the work described in Section 1.19(1) and Section 1.19(2) of Schedule 10 *[Environmental Performance Requirements]* applicable to that NSRV Segment is complete; and
  - (b) all limitations placed by Project Co on unrestricted public access to the Lands within the NSRV Segment have been removed, with the exception of fencing around areas subject to the Native Forest Restoration Plan and Naturalization Plan as required pursuant to Schedule 10 *[Environmental Performance Requirements]*.
- 1.347 **Energy** means electricity, including Traction Power, gas and water.
- 1.348 **Energy Consumption** for a specified period means the total number of Gigajoules of gas and electricity actually consumed in connection with Operation and Maintenance of the System during that period, excluding only, electricity consumed by:
- (a) unmetered street light and Traffic Signal loads; and
  - (b) City Loads.
- 1.349 **Energy Consumption Adjustment** has the meaning given in Section 3 *[Sharing Gain and Pain]* of Appendix 4 *[Energy]* of Schedule 16 *[Payment Mechanism]*.
- 1.350 **Energy Gainshare** means the amounts calculated in accordance with Section 3.1 *[Energy Gainshare]* of Appendix 4 *[Energy]* of Schedule 16 *[Payment Mechanism]*.
- 1.351 **Energy Gainshare Adjustment Factor** has the meaning given in Section 3.1 *[Energy Gainshare]* of Appendix 4 *[Energy]* of Schedule 16 *[Payment Mechanism]*.

- 1.352 **Energy Painshare** means the amounts calculated in accordance with Section 3.2 [*Energy Painshare*] of Appendix 4 [*Energy*] of Schedule 16 [*Payment Mechanism*].
- 1.353 **Energy Year** means:
- (a) the 12 month period beginning on the day after expiry of the Start-Up Period;
  - (b) each subsequent period of 12 months during the Term; and
  - (c) the period of less than 12 months from the end of the previous Energy Year to the Termination Date.
- 1.354 **Engineer of Record** has the meaning given in Section 4.3 [*Engineer(s) of Record*] of Schedule 9 [*Quality Management*].
- 1.355 **Environment** means the environment as defined in Environmental Laws and includes soil, land, surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.
- 1.356 **Environmental Best Management Practices** means the environmental plans, policies, standards, procedures, work activities, expenditures and strategies which can reasonably be expected for qualified, skilled and experienced persons engaged in a similar type of undertaking under the same or similar conditions and that would be considered the most effective in the circumstances in prudently addressing the environmental issue in question based on a high standard of environmental protection, provided that this definition applies throughout the Project Work.
- 1.357 **Environmental Construction Operations Plan** or **ECO Plan** has the meaning given in Section 1.8.3 [*Environmental Construction Operations Plan*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.358 **Environmental Impact Screening Assessment** or **EISA** means the reports titled (i) “City of Edmonton Valley Line – Stage 1 Light Rail Transit Project, Environmental Impact Screening Assessment,” Final Report dated July 2013, and (ii) “City of Edmonton Valley Line – Stage 1 Light Rail Transit Project, Environmental Impact Screening Assessment Update,” Final Report, prepared by Spencer Environmental Management Services Ltd dated February 2015, as amended and included in the Disclosed Data.
- 1.359 **Environmental Laws** means all requirements and provisions under or prescribed by any and all Applicable Laws relating to environmental assessment, the protection of the natural environment, the protection of plant, animal and human health, and the protection of land, water and air resources, including those relating to occupational health and safety (to the extent the occupational health and safety requirements or provisions relate to Hazardous Substances or other matters relating to the Environment), management of waste, safety and transportation of dangerous goods, and the safety and environmental requirements and procedures that would, in the ordinary and usual course of the operation, management, repair, maintenance and rehabilitation of similar facilities in Alberta by any person, be recognized, followed and implemented by such person, and includes the *Alberta Environmental Protection and Enhancement Act*, *Fisheries (Alberta) Act*, *Alberta Wildlife Act*, *Alberta Water Act*, *Canadian Environmental Protection Act (Canada)*, the *Fisheries Act (Canada)*, *Navigation Protection Act (Canada)*, the *Transportation of Dangerous Goods Act (Canada)*, the *Species at Risk Act (Canada)*, the *Canada Water Act (Canada)*, and the City Environmental Bylaws.

- 1.360 **Environmental Management Mandate** has the meaning given in Section 1.2 [*Environmental Management Mandate*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.361 **Environmental Management System** or **EMS** means the system to manage Project Co's environmental obligations specified in Section 1.8.1 [*General*] of Schedule 10 [*Environmental Performance Requirements*], which is documented in an Environmental Quality Management Plan, and includes all Environmental Plans required under Schedule 10 [*Environmental Performance Requirements*].
- 1.362 **Environmental Manager** means the Key Individual identified by such title in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.363 **Environmental Monitor** means one or more individuals appointed by Project Co with the responsibilities and authority specified in Section 1.8.4(1) [*Environmental Compliance Monitoring and Inspection Programs*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.364 **Environmental Permit** means a Project Approval required under any Environmental Law.
- 1.365 **Environmental Plan** has the meaning given in Section 1.8.2 [*Environmental Plans*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.366 **Environmental Quality Management Plan** means a plan prepared in accordance with Appendix 9D [*Environmental Quality Management Plan*] of Schedule 9 [*Quality Management*].
- 1.367 **ENVISO** means the City of Edmonton's Environmental Management System, a copy of which is included in the Disclosed Data.
- 1.368 **EPEA** means the *Environmental Protection and Enhancement Act* (Alberta).
- 1.369 **Equipment** means all goods, equipment, materials forming part of, or incorporated into the Infrastructure, or installed at or otherwise located on the City Lands, which are to be utilized in the provision of the Services, including for greater certainty the LRVs and On-track Vehicles, but excluding all of the consumables, inventory, tools, spare parts and support vehicles and other incidental or miscellaneous goods, supplies and materials utilized by Project Co or a Project Co Person in carrying out the Project Work activities which are regularly turned over in the normal course of business and not intended to be incorporated into the Infrastructure.
- 1.370 **Equity** means any part of the Project Financing other than the Senior Debt Financing.
- 1.371 **Erosion and Sediment Control Plan** or **ESC Plan** means the plan prepared by Project Co in accordance with Schedule 10 [*Environmental Performance Requirements*].
- 1.372 **ETS LAN Cabinet** has the meaning given in Section 6-1.7 N [*Systems Duct Bank and Associated Infrastructure*] of Schedule 5 [*D&C Performance Requirements*].
- 1.373 **ETS Transit Impact** means a Full Closure, or reduction to one lane of traffic in a single direction for the full length or any portion of a Transit Impact Road Segment for the period of time as indicated in the accepted Transportation Accommodation Request, or for periods of time exceeding the ones indicated in the accepted Transportation Accommodation Request.
- 1.374 **ETS Transit Network** means the entire transit network of the ETS, including the System.

- 1.375 **ETS Transit Security** means the group or groups within the City, including the Edmonton Transit System Customer Safety and Security, that perform(s) security and surveillance for ETS.
- 1.376 **ETS Transit Security Control Centre** means the central control facility in which ETS Transit Security manages security and surveillance.
- 1.377 **Evidence of Insurance** has the meaning given in Section 3.9 [*Evidence of Insurance*] of Schedule 17 [*Insurance Requirements*].
- 1.378 **Excluded Areas** has the meaning given in Section 1.19(6) [*Completion and Handback of Landscaping, Native Forest Restoration and Naturalization*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.379 **Excluded Trip** has the meaning given in Section 1 [*General*] of Appendix 7-C [*Service Performance Measures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.380 **Existing Churchill Station** means the existing underground LRT Station located adjacent to Sir Winston Churchill Square.
- 1.381 **Existing Cloverdale Footbridge** means the existing pedestrian bridge crossing the North Saskatchewan River that will be removed to accommodate construction of the Tawatinâ Bridge.
- 1.382 **Existing Communication/Engagement Activities** means the City's existing and on-going public communications and engagement activities, including meetings with citizen working groups, undertaken pursuant to that certain "Valley Line LRT – Public Engagement Plan" pursuant to the Transportation Services Report of June 19, 2014 received for information of City Council on July 16, 2014.
- 1.383 **Existing Connors Road Footbridge** means the existing bridge that crosses Connors Road near the base of Connors Hill.
- 1.384 **Existing Infrastructure** means infrastructure located on the Lands, as of the Commercial Close, which is incorporated into, or forms part of, the Infrastructure.
- 1.385 **Note:** for greater certainty **existing infrastructure** has its plain, literal meaning and includes any infrastructure, buildings, structures, and improvements located within or on the Lands as of Commercial Close, including existing URP Infrastructure and Existing Infrastructure.
- 1.386 **Existing Maintenance Building** means the existing building located at 8225 Coronet Road, Edmonton.
- 1.387 **Existing URP Agreements** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.388 **Existing Whitemud Drive Bridge** means the existing bridge over Whitemud Drive located between 75 Street and 66 Street.
- 1.389 **Expansion Design** has the meaning given in Section 5-3.3.4 A3 [*Expansion Design Capacity Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.390 **Expiry Date** means the date on which the Term expires, as determined in Sections 5.6 [*Service Commencement*], Section 5.7 [*Term*], Section 5.8 [*Term – Early Completion*] and Section 5.9 [*Term – Late Completion*] of the Agreement.

- 1.391 **Extraordinary Delay** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.392 **Extraordinary Requirements** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.393 **Fengate Partner** means Fengate (TransEd) GP Inc., in its capacity as general partner of Fengate (TransEd) LP.
- 1.394 **Fibre Distribution Frame** or **FDF** means a passive device for terminating optical cables, allowing arbitrary interconnections to be made.
- 1.395 **Fibre Optic Backbone** has the meaning given in Section 6-1.8 A *[Fibre Optic Backbone]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.396 **Field Review Engineer** means a Professional Engineer meeting the requirements of Section 4.4 *[Field Review Engineer(s)]* of Schedule 9 *[Quality Management]*.
- 1.397 **Final Design** means the final design in respect of a Work Package, produced by Project Co in accordance with Schedule 4 *[Design and Construction Protocols]* and meeting the applicable Design and Construction Requirements.
- 1.398 **Final Design and Construction Report** has the meaning given in Section 12.2 *[Final Design and Construction Report]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.399 **Final Monthly Entitlement** means the amount determined in accordance with Section 7 of Appendix 7-C *[Service Performance Measures]* of Schedule 7 *[O&M Performance Requirements]*.
- 1.400 **Final Plan** has the meaning given in Section 9.1(c)(iv) *[Specific Requirements]* of Schedule 9 *[Quality Management]*.
- 1.401 **Final RAM Analysis Report** has the meaning given in Section 5.6.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.402 **Final Tree Reconciliation Report** has the meaning given in Section 2-14.13F *[Tree Retention, Relocation, Removal and Protection]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.403 **Finance Manager** means the Key Individual identified by such title in Section 2.3(a) *[Key Individuals]* of Schedule 26 *[Representatives and Key Individuals]*, or such replacement as may be designated by Project Co pursuant to Section 2.3(b) *[Key Individuals]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.404 **Financial Close** means the first date that funding is available under the Senior Financing Agreements.
- 1.405 **Financial Obligations** means the obligation to pay any application fees, third party fees, costs or charges (including all applicable taxes thereon), the provision of any letters of credit, instruments of guarantee, bonds or security deposits, or any other financial security obligations.
- 1.406 **Financial Proposal** means the financial proposal “VLS-3B” submitted by Project Co in response to the RFP.
- 1.407 **Financial Submission Date** means the “VLS-3B” submission date of November 19, 2015.

- 1.408 **Fire Life Safety Sub-committee** means the Fire-Life Safety Committee (FLSC) as defined in the *Handbook for Transit Safety and Security Certification*, published by the U.S. Department of Transportation, Federal Transit Administration.
- 1.409 **Firewall** has the meaning given in Section 6-1.9 F [*Data Centres*] of Schedule 5 [*D&C Performance Requirements*].
- 1.410 **Five Year Maintenance Plan** has the meaning given in Section 9.4.2 [*Five Year Maintenance Plan Submittal*] of Schedule 7 [*O&M Performance Requirements*].
- 1.411 **FM Reference Date** has the meaning given in Section 12.1 [*Force Majeure During Construction Period*] of the Agreement.
- 1.412 **FOIP Act** has the meaning given in Section 1(a) [*Purpose*] of Schedule 18 [*Freedom of Information and Protection of Privacy*].
- 1.413 **Force Majeure Event** means the occurrence after the Effective Date of:
- (a) war, invasion, insurrection, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, riot or civil commotion;
  - (b) nuclear, radioactive, chemical or biological contamination,
  - (c) earthquake or tornado;
  - (d) flood;
  - (e) pressure waves caused by devices traveling at supersonic speeds;
  - (f) epidemic or quarantine restriction,
- which directly causes a party to be prevented from or, hindered or delayed in performing all or a material part of its obligations under this Agreement.
- 1.414 **Force Majeure Termination** means termination of this Agreement by either party under Section 17.4 [*Termination Upon Force Majeure*] on account of a Force Majeure Event.
- 1.415 **Forested Area** means existing forested areas identified in Table 2 of, and the drawings contained in, the Tree Valuation Inventory.
- 1.416 **Friction Braking** means a form of braking using brake actuators and disc brakes and complying with the friction braking requirements of EN 13452.
- 1.417 **FTRP Initiating Party** has the meaning given in Section 1.4(v) [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.418 **Full Closure** means a closure of all through traffic lanes throughout all, or any portion of, a Roadway section described in Table 1-4.2.5 [*Roadway Construction Restrictions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.419 **Full Priority** means a Transit Signal Priority arrangement whereby a Train is afforded the highest priority phase sequence relative to road and pedestrian traffic, such that the Train will be serviced with a proceed aspect upon its punctual arrival at the intersection within a prescribed time interval after having initiated the Full Priority call.



- 1.420 **Future Acquired Lands** means City Lands to be acquired by the City after the Effective Date and on or before the possession dates described in Schedule 14 *[City Lands]*, and for clarification do not include the Additional Lands which may be identified by Project Co pursuant to Section 4.5 *[Additional Lands]*.
- 1.421 **Future Bonnie Doon Intersection** has the meaning given in Section 3-2.11.9 C *[83 Street North of 82 (Whyte) Avenue]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.422 **Future Railway Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.423 **Future Pipeline Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.424 **Future URP Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.425 **Future Utility Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.426 Not Used.
- 1.427 **GeoEdmonton** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.428 **GeoEdmonton Utility Alliance** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.429 **Geometry Control Manual** has the meaning given in Section 4-4.7.2.5 C *[Geometry Control Plan and Procedure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.430 **Geometry Control Plan** means the plan and procedures prepared in accordance with Section 4-4.7.2.5 *[Geometry Control Plan and Procedure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.431 **Gerry Wright OMF** has the meaning given in Section 1-1.2.2 A3 *[Stops, Station and Facilities]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.432 **Gerry Wright OMF Site** has the meaning as given in Section 5-3.7 A *[Site Constraints]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.433 **GHG** has the meaning given in Section 1.1(6) *[Environmental Obligations – General]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.434 **GHG and Environmental Benefits** has the meaning given in Section 1.1(6) *[Environmental Obligations – General]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.435 **Global Wayfinding Maps** has the meaning given in Section 5-2.8.11.6 *[Global Wayfinding Maps]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.436 **Good Industry Practice** means using standards, practices, methods and procedures to a good commercial standard, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a

qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances, provided that this definition applies throughout the Project Work.

1.437 **Governmental Authority** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the City, any aspect of the performance of the Agreement or the Operation or Maintenance of the System in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

1.438 \*, Redaction under review, Subject to dept review

1.439 **Grade Crossing** means an at-grade intersection between the Trackway and any combination of Roadway, sidewalk, SUP, or other regularly used vehicular or pedestrian pathway.

1.440 **Grade Crossing Hazard Analysis** has the meaning given in Section 6-1.20 A2 [*Automatic Grade Crossing Warning Systems*] of Schedule 5 [*D&C Performance Requirements*].

1.441 **Groundwater Monitoring Plan** has the meaning given in Section 1.12(12) [*Contaminated Sites*] of Schedule 10 [*Environmental Performance Requirements*].

1.442 **GST** means the value-added tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.

1.443 **Handback** means the final sign-off and acceptance of the System, returning to the City control for all aspects of maintenance and asset management at the end of the Term.

1.444 **Handback Amount** has the meaning given in Section 3(d) [*Handback Condition Assessment*] of Appendix 7-A [*Handback Requirements*] to Schedule 7 [*O&M Performance Requirements*].

1.445 **Handback Certificate** has the meaning given in Section 4(e)(i) [*Completion of Handback Works*] of Appendix 7-A [*Handback Requirements*].

1.446 **Handback Deficiencies** has the meaning given in Section 3(b) [*Handback Condition Assessment*] of Appendix 7-A [*Handback Requirements*].

1.447 **Handback Holdback** has the meaning given in Section 16.5.4 [*Handback Holdback*] of Schedule 16 [*Payment Mechanism*].

1.448 **Handback Holdback Multiplier** has the meaning given in Section 16.5.4 [*Handback Holdback*] of Schedule 16 [*Payment Mechanism*].

- 1.449 **Handback Requirements** means the requirements for the condition of the System on the Termination Date, as described in Appendix 7-A.
- 1.450 **Handback Survey** has the meaning given in Section 3(a) [*Handback Condition Assessment*] of Appendix 7-A [*Handback Requirements*] to Schedule 7 [*O&M Performance Requirements*].
- 1.451 **Handback Works** has the meaning given in Section 3(c)(i)(A) [*Handback Condition Assessment*] of Appendix 7-A [*Handback Requirements*] to Schedule 7 [*O&M Performance Requirements*].
- 1.452 **Harbin Gate** means the existing structure shown in Figure 1-7.5.1 D [*Harbin Gate*] of Schedule 5 [*D&C Performance Requirements*], including the long upper bridge, lower bridges, “red” lampposts, lion statues, plaques, columns and stone work surrounding the base.
- 1.453 **Hazard** means a source of potential harm, or a situation with a potential for causing harm, in terms of personal injury or damage to health, the environment, property and other things of value; or some combination thereof.
- 1.454 **Hazard Brake** means a revocable brake function meeting the requirements set out in Section 7-1.13.5.2 [*Hazard Brake (Emergency 3)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.455 **Hazardous Substances** means any hazardous waste, hazardous product, contaminant, toxic substance, deleterious substance, dangerous good, pollutant, waste, reportable substance, and any other substance, in respect of which the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or Release into, or presence in, the environment is prohibited, controlled or regulated under Environmental Laws.
- 1.456 **Hazardous Substances and Waste Management Plan** means the plan prepared by Project Co in accordance with Section 1.13 [*Hazardous Substances and Waste Management*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.457 **Headway** means the amount of time that elapses between the arrival of any two Trains travelling in the same direction at:
- (a) a Stop or Station; or
  - (b) any point on the LRT Corridor.
- 1.458 **Health and Safety Management System** means the occupational health and safety management system developed by Project Co in accordance with Section 2.1 [*Preparation and Submission*] of Schedule 11 [*Project Safety Requirements*].
- 1.459 **Heavy Rail** means a rail line operated by Canadian National Railway or Canadian Pacific Railway.
- 1.460 **Hedge Providers** means S.16 and any successors or assigns thereto or any replacements therefor from time to time under the Hedge Agreements.
- 1.461 **Helpdesk** has the meaning given in Section 3.1.1(c) [*Maintenance Management*] of Schedule 7 [*O&M Performance Requirements*].
- 1.462 **High Load Corridor** means the transportation corridor identified as such in the City of Edmonton Truck Route Map & Dangerous Goods Routes map included in the Disclosed Data.

- 1.463 **Historical and Palaeontological Monitoring Plan** has the meaning given in Section 1.22(2) [*Historic Resources*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.464 **Historical Resources** means property of archaeological, paleontological or heritage significance located in, under or on the City Lands.
- 1.465 **Historical Resources Act** means the *Historical Resources Act* (Alberta).
- 1.466 **Hold in Station** has the meaning given in Section 6-3.5 L [*Transit Signal Priority*] of Schedule 5 [*D&C Performance Requirements*].
- 1.467 **Holding Brake** means a brake system meeting the requirements set out in Section 7-1.13.4.2 [*Holding Brake*] of Schedule 5 [*D&C Performance Requirements*].
- 1.468 **Holding Company** means, with respect to a corporation, another corporation of which the first corporation is a “subsidiary” as defined in the *Canada Business Corporations Act* as at the date of this Agreement.
- 1.469 **HSb** has the meaning given in CSA A3001.
- 1.470 **Identified Encumbrances** means all Encumbrances specifically identified in Schedule 14 [*City Lands*] - Appendix 14C [*Identified Encumbrances*].
- 1.471 **In-Service Road Safety Audit** has the meaning given in Section 3-2.3.1 [*Road Safety Audits*] of Schedule 5 [*D&C Performance Requirements*].
- 1.472 **In-Service Road Safety Response Report** has the meaning given in Section 3-2.3.1.2 [*Road Safety Audits*] of Schedule 5 [*D&C Performance Requirements*].
- 1.473 **Incident Management and Service Recovery Plan** means the plan prepared by Project Co in accordance with Section 7.2.3 [*Incident Management and Service Recovery Plan Submittal*] of Schedule 7 [*O&M Performance Requirements*].
- 1.474 **Incomplete Trip** means a Trip where either, or both, the Origin Stop or the Destination Stop is not a Terminus Stop.
- 1.475 **Incurable Default** means a Default that is by its nature or by reason of prevailing circumstances incapable of being cured in all material respects, but does not include any Default that is a failure to carry out a particular obligation by a particular date or within a particular period where it is possible to subsequently perform that obligation, albeit not by or within the relevant date or period.
- 1.476 **Indemnifiable Taxes** has the meaning set out in Section 9.4(i) [*Taxes*] of the Agreement.
- 1.477 **Indemnified Party** has the meaning given in Section 20.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.478 **Indemnifying Party** has the meaning given in Section 20.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.479 **Indemnity Claim** has the meaning given in Section 20.3 [*Conduct of Indemnified Claims*] of the Agreement.

- 1.480 **Indenture Trustee** means Computershare Trust Company of Canada and any successor thereto or any replacement trustee from time to time under the Trust Indenture.
- 1.481 **Independent Agency** has the meaning given in Section 5.4.1(b) *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.482 **Independent Certifier** has the meaning given in Section 1 *[Appointment]* of Schedule 15 *[Independent Certifier]*.
- 1.483 **Independent Certifier Agreement** means the agreement between the City, Project Co and the Independent Certifier on the terms generally as set out in Appendix 15A *[Independent Certifier Agreement]* of Schedule 15 *[Independent Certifier]* as amended, supplemented or replaced from time to time in accordance with this Agreement.
- 1.484 **Independent Certifier Payment Certificate** has the meaning given in Section 1.2(d) *[General]* of Schedule 1 *[Functions]* of Appendix 15A *[Independent Certifier Agreement]* of Schedule 15 *[Independent Certifier]*.
- 1.485 **Independent Energy Consultant** has the meaning given in Section 2.3 *[Adjustment to Energy Targets]* of Appendix 4 *[Energy]* of Schedule 16 *[Payment Mechanism]*.
- 1.486 **Independent Road Safety Auditor** has the meaning given in Section 3-2.3 B *[Road Safety Audits]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.487 **Indirect Loss** means a loss that is for punitive, exemplary or aggravated damages, for loss of profits, anticipated profits, loss of product, loss of goodwill, loss of fare revenue, loss of production, economic loss, loss of business or loss of business opportunity sustained by a Party (but does not include any loss of profit of Project Co specifically under or in connection to this Agreement and this Project) and not by third parties, or is for consequential loss or for indirect loss of any nature suffered or allegedly suffered by either Party.
- 1.488 **Information Panel** means an information panel meeting the requirements set out in Section 5-2.8.11.5 *[Information Panels]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.489 **Infrastructure** means all civil, structural, mechanical, electrical, instrumentation, equipment, components, systems, sub-systems, Critical Spares and other improvements to be designed, created, constructed, procured, supplied, tested, or commissioned by Project Co pursuant to this Agreement, including all light rail transit infrastructure, equipment, vehicles, components, systems and sub-systems, On-track Vehicles, Existing Infrastructure, all associated transit and park infrastructure, trackwork, guideways, Roadways, pavement, bridges, tunnels, buildings, facilities, utility connections, amenities, structures, fences and barriers, curbs, culverts, drainage systems including outfalls and storm water management ponds, grassed areas, sidewalks, hedges and trees, planted areas, footways, recreational paths, walking and cycling trails, Traffic Signal Equipment, road lighting, communications installations, embankments and retaining walls.
- 1.490 **Initiating Party** has the meaning given in Section 1.2 *[Dispute Notice and Response]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.491 **Innovation Proposal** has the meaning given in Section 6.1 *[Innovation and Value Engineering]* of Schedule 13 *[Changes]*.
- 1.492 **Inspection and Test Plan** means a plan prepared by Project Co in accordance with Section 5.2 *[Inspection and Test Plans]* of Schedule 9 *[Quality Management]*.

- 1.493 **Instrument Response Level** means a measurement threshold applicable to monitoring of movements of building structures, surface facilities and subsurface Utility Infrastructure.
- 1.494 **Insurance Proceeds** means the amount of any insurance proceeds received by a Person pursuant to any policy of insurance required to be maintained under this Agreement, other than:
- (a) any policy of insurance maintained by the City solely for the benefit of the City; and
  - (b) for the purposes of Section 11.3 [*Project Co's Obligations – Damage or Destruction*], Section 11.6 [*Insufficient Insurance*], Section 11.8 [*Application of Insurance Proceeds If No Termination*] and Section 11.9 [*Application of Insurance Proceeds In Case of Termination*], insurance proceeds received by Project Co from the delay in start-up insurance described in Section A(a)(xiv) [*Course of Construction All Risks Property Insurance*] and Section G(c)(vi) [*Marine Cargo Transit Insurance*] of Appendix 17A [*Project Co Construction Period Insurance*] and Section F(c)(vii) [*Marine Cargo Transit Insurance*] of Appendix 17B [*Project Co Operating Period Insurance*], and the business interruption insurance described in Section A.a.(a)(xiv) [*All Risks Property*] and Section A.b.(c)(i) [*Boiler and Machinery*] of Appendix 17B [*Project Co Operating Period Insurance*] of Schedule 17 [*Insurance Requirements*].
- 1.495 **Insurance Receivables** means the amount of any insurance proceeds which a Person is entitled to receive, but which have not been received, pursuant to any policy of insurance required to be maintained under this Agreement other than:
- (a) any policy of insurance maintained by the City solely for the benefit of the City; and
  - (b) for the purposes of Section 11.3 [*Project Co's Obligations – Damage or Destruction*], Section 11.6 [*Insufficient Insurance*], Section 11.8 [*Application of Insurance Proceeds If No Termination*] and Section 11.9 [*Application of Insurance Proceeds In Case of Termination*], insurance proceeds Project Co is entitled to receive from the delay in start-up insurance described in Section A(a)(xiv) [*Course of Construction All Risks Property Insurance*] and Section G(c)(vi) [*Marine Cargo Transit Insurance*] of Appendix 17A [*Project Co Construction Period Insurance*] and Section F(c)(vii) [*Marine Cargo Transit Insurance*] of Appendix 17B [*Project Co Operating Period Insurance*], and the business interruption insurance described in Section A.a.(a)(xiv) [*All Risks Property*] and Section A.b.(c)(i) [*Boiler and Machinery*] of Appendix 17B [*Project Co Operating Period Insurance*] of Schedule 17 [*Insurance Requirements*].
- 1.496 **Insurance Trust Account** has the meaning given in Appendix D [*Insurance Trust Agreement*] of Schedule 17 [*Insurance Requirements*].
- 1.497 **Insurance Trust Agreement** has the meaning given in Appendix D [*Insurance Trust Agreement*] of Schedule 17 [*Insurance Requirements*].
- 1.498 **Insurance Trustee** has the meaning given in Appendix D [*Insurance Trust Agreement*] of Schedule 17 [*Insurance Requirements*].
- 1.499 **Integrated Pest Management Plan** means the plan prepared by Project Co in accordance with the requirements of Section 1.18.4 [*Integrated Pest Management Plan*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.500 **Integrated Project Management Plan** has the meaning given in Section 2.1(a) [*General*] of Schedule 4 [*Design and Construction Protocols*].

- 1.501 **Integration** means the Design, Construction, testing, inspection and commissioning of all elements of the Infrastructure, in part and as a whole, such that all components of the Infrastructure function together as one coherent system, notwithstanding the creation of the Infrastructure as separate components, in accordance with the Design and Construction Requirements and the O&M Requirements and otherwise as required in accordance with this Agreement, and “Integrated” shall have a corresponding meaning.
- 1.502 **Intellectual Property** has the meaning given in Schedule 8 [*Intellectual Property*], where all other Intellectual Property related definitions are provided.
- 1.503 **Interested Parties** means those persons who may be affected by the carrying out of the Project Work or who are duly authorized by Applicable Law to review or otherwise take an interest in the Project Work, including the Governmental Authorities.
- 1.504 **Interface Management** has the meaning given in Section 5.7.1(a) [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.505 **Interface Management Sub-Plan** means the plan described in Section 6.4.5.3 [*Interface Management Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.506 **Interface Register** has the meaning given in Section 5.7.1(a)(iii) [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.507 **Interim Design** means an interim design in respect of a component of the Infrastructure, produced by Project Co in accordance with Schedule 4 [*Design and Construction Protocols*].
- 1.508 **IV & V Team** has the meaning given in Section 5.2(a) [Independent Verification and Validation] of Schedule 4 [Design and Construction Protocols].
- 1.509 **Kâhasinîskâk Bridge** has the meaning given in Section 1-1.2.3 A8 [*Additional Key Structures*] of Schedule 5 [*D&C Performance Requirements*].
- 1.510 **Kâhasinîskâk Bridge Completion Certificate** has the meaning given in Section 13.2.6(a) [*Certification of Completion of Kâhasinîskâk Bridge*] of Schedule 4 [*Design and Construction Protocols*].
- 1.511 **Kâhasinîskâk Bridge Deficiency Deadline** has the meaning given in Section 13.2.9 [*Correction of Kâhasinîskâk Bridge Deficiencies*] of Schedule 4 [*Design and Construction Protocols*].
- 1.512 **Key Individual** means Project Co’s Representative and each of the individuals identified in Section 2.3 [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.513 **Kiss ‘n’ Ride** means a designated Passenger pick-up and drop-off area located adjacent to a Stop or Station.
- 1.514 **Known Contaminated Sites** has the meaning given in Section 1.12(3) [*Contaminated Sites*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.515 **L1 Ground** means the ground level at Davies Station. L1 Ground is at-grade with the Transit Centre island.
- 1.516 **L2 Mezzanine** means the mezzanine level at Davies Station (level between L1 Ground and L3 Platform).

- 1.517 **L3 Platform** means the level at Davies Station, where the Valley Line LRT Platform(s) is/are located.
- 1.518 **Lands** means the City Lands, Adjoining Lands and any Additional Lands.
- 1.519 **Landscape Architect** means a professional in the field of landscape architecture, licensed in the province of Alberta. The Landscape Architect is at a minimum responsible for all design work, construction detailing, stamping and signing of all landscape drawings forming part of a Final Design, on-site inspection, submission of required information and preparation of As Built drawings.
- 1.520 **Landscape Inspection and Maintenance Log** has the meaning given in Section 10.16.3(b) [*Landscaping Inspection Requirements*] of Schedule 7 [*O&M Performance Requirements*].
- 1.521 **Landscape Maintenance Plans** has the meaning given in Section 10.16.2 [*Landscape Maintenance Plans*] of Schedule 7 [*O&M Performance Requirements*].
- 1.522 **Lane Closure** means the reduction of a travel lane width to less than the minimum allowed in Section 1-4.2.2 [*Roadway Restriction Construction Requirements*] of Schedule 5 [*D&C Performance Requirements*] or closure of a travel lane to bus or vehicular traffic, as a result of Construction of the Infrastructure, including activities within a road segment. Lane Closures are identified as one of two classifications: (i) Category 1; and (ii) Category 2, as defined in Section 16.3.1.1 [*Lane Closure Rates*] of Schedule 16 [*Payment Mechanism*].
- 1.523 **Lane Closure Credit** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.1 [*Lane Closures Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.524 **Lane Closure Credit Multiplier** has the meaning given in Section 16.3.1 [*Lane Closure Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.525 **Lane Closure Condition** means the applicable lane closure condition as determined in Section 16.3.1.2 [*Lane Closure Rates*] of Schedule 16 [*Payment Mechanism*].
- 1.526 **Lane Closure Deduction** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with this Agreement, as calculated in Section 16.3.1 [*Lane Closures Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.527 **Lane Closure Deduction Multiplier** has the meaning given in Section 16.3.1 [*Lane Closures Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.528 **Lane Closure Hour Adjustment Rate** has the meaning given in Section 16.3.1.2 [*Lane Closure Rates*] of Schedule 16 [*Payment Mechanism*].
- 1.529 **Late Departure** means any Trip on which the Actual Departure Time from either the Origin Stop or Davies Station is more than 3 minutes after the Scheduled Departure Time for the applicable Stop or Station.
- 1.530 **Lead Structures Engineer** has the meaning given in Section 4-1.2B [*Transportation Structures Design Oversight*] of Schedule 5 [*D&C Performance Requirements*].
- 1.531 **LEED** means Leadership in Energy and Environmental Design.



- 1.532 **LEED Rating System** means CaGBC's Leadership in Energy & Environmental Design (LEED) v4.
- 1.533 **LEED Silver Certification** means the award of a LEED Silver certification from the CaGBC under the LEED Rating System.
- 1.534 **Legal Fault** means negligence, nuisance, unlawful act, wilful misconduct, breach of, non-compliance with or default under any Project Documents or Applicable Law, or any other basis in law or equity by which one party may be liable to another, whether by act or omission, and with respect to a party shall include the Legal Fault of any of its directors, officers, employees, agents and any other person for whom such party would be responsible at law (other than the other party).
- 1.535 **Lender Endorsements** has the meaning given in Appendix 17C [*Lender Endorsements*] of Schedule 17 [*Insurance Requirements*].
- 1.536 **Level-of-Service** has the meaning given in Section 1-2.7 B1 [*Measures Of Effectiveness*] of Schedule 5 [*D&C Performance Requirements*].
- 1.537 **Light Rail Transit** or **LRT** means a transit system that utilizes LRVs that run on Tracks in a dedicated corridor.
- 1.538 **Light Rail Vehicle Representative** or **LRV Representative** means an executive or senior manager of the member of the Design Builder that is performing the LRV Supply scope under the Design-Build Agreement at the time of the applicable confirmation or certification contemplated in this Agreement.
- 1.539 **Light Rail Vehicle Supplier** or **LRV Supplier** means the Design Builder.
- 1.540 **Light Rail Vehicle Supply** or **LRV Supply** means the scope of work to be performed by the LRV Supplier in relation to the design, manufacture, supply and commissioning of the LRVs as set forth in Part 7 [*LRV*] of Schedule 5 [*D&C Performance Requirements*] to this Agreement and the associated scope of work as set forth in clauses (a) through (k) inclusive in Part A of Exhibit A to the DBA Collateral Agreement, all in accordance with the Project Requirements.
- 1.541 **Light Rail Vehicle Supply Terms** or **LRV Supply Terms** means those terms and conditions of the Design Build Agreement as at the Effective Date that pertain to the performance of the LRV Supply obligations thereunder in accordance with the related Project Requirements.
- 1.542 **Light Rail Vehicles** or **LRVs** means all vehicles used to carry Passengers on the System, including all equipment contained therein, and all spare Light Rail Vehicles as required for performance of the Services.
- 1.543 **Line-of-Sight** means a mode of LRT operation whereby the LRV is driven in such a manner that the LRV can be safely stopped short of any On-Track Obstruction.
- 1.544 **Live Soils** means soil and organic material removed from an existing wetland, to be installed in a new Stormwater Management Facility to aid in the establishment of emergent zone plant materials.
- 1.545 \*, Redaction under review, Subject to dept review

\* , Redaction under review, Subject to dept review

- 1.546 **Local Conduits** has the meaning given in Section 6-1.7 O *[Systems Duct Bank and Associated Infrastructure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.547 **Long Stop Date** means December 15, 2021, as adjusted in accordance with this Agreement.
- 1.548 **Losses** means any and all damages, losses, loss of revenue, loss of passenger revenue, loss of profit, loss of business opportunity, liabilities, charges, judgments, court orders, penalties, fines, assessments, costs (including finance costs) and expenses (including legal and other professional charges and expenses on a full indemnity basis and including reasonable costs of mitigation incurred in complying with any obligation to mitigate losses) of any nature and kind whatsoever and howsoever arising, whether under statute or contract, at common law, in equity, in connection with judgments or criminal or quasi criminal proceedings, or otherwise, and whether direct, indirect or consequential, and “Loss” will be construed accordingly.
- 1.549 **Low Floor** has the meaning given in Section 7-1.3.1 A7 *[Vehicle General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.550 **Low Impact Development** means management of stormwater runoff closest to its source through combining multiple measures that mimic natural processes, including settlement, infiltration, filtering and plant uptake to minimize the impacts of runoff on downstream systems.
- 1.551 **LRT Corridor** means the right of way containing the Trackway, redeveloped Roadways, sidewalks, SUPs and other appurtenances.
- 1.552 **LRT-Prepare-to-Stop** has the meaning given in Section 6-3.4.4 D *[LRT Traffic Signals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.553 **LRT-Proceed** has the meaning given in Section 6-3.4.4 D *[LRT Traffic Signals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.554 **LRT-Stop** has the meaning given in Section 6-3.4.4 D *[LRT Traffic Signals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.555 **LRT Surveillance Subsystem** has the meaning given in Section 6-1.12.1 A1 *[General Surveillance Requirements and Coverage]* of Schedule 5 *[D&C Performance Requirements]*.

- 1.556 **LRT Traffic Signal** means a luminary style traffic appliance that provides visual indication to the LRV for the purpose of controlling movements through signalized intersections.
- 1.557 **LRV Capital Cost Amount** means the amount listed in the row labeled “LRV Capital Cost Amount” in Table 1 [*Total Capital Cost Amount*] of Appendix 1 [*Payments and Payment Adjustments*] of Schedule 16 [*Payment Mechanism*] (it being understood that such amount is subject to adjustment pursuant to the protocol appended to the DBA Collateral Agreement if the City exercises its rights thereunder for an LRV collateral agreement).
- 1.558 **LRV-Commissioning** means inspection and testing of the LRV, including all equipment, components, systems and sub-systems, for the purpose of verifying the performance of the LRV and confirming that the LRV complies with the Design and Construction Requirements.
- 1.559 **LRV Commissioning Certificate** means a certificate issued by the LRV Supplier confirming completion of LRV Commissioning for an individual LRV.
- 1.560 **LRV Coverage Study** has the meaning given in Section 7-1.14 B [*LRV PAVMS System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.561 **LRV Kilometers** means the distance travelled, measured in kilometers, by an LRV in Passenger Service.
- 1.562 **LRV Major Rehabilitation Payment** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.4.3.2 [*LRV Major Rehabilitation Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.563 **LRV Major Rehabilitation Payment Index Factor** means the indexation factor for LRV Major Rehabilitation, determined in accordance with Appendix 2 [*Indexation Factors*] of Schedule 16 [*Payment Mechanism*].
- 1.564 **LRV Surveillance Subsystem** has the meaning given in Section 6-1.12.1 A2 [*General Surveillance Requirements and Coverage*] of Schedule 5 [*D&C Performance Requirements*].
- 1.565 **LRV Trip** means a Trip by the second, and each subsequent, LRV in a Train.
- 1.566 **Mainline TPSS** means a Traction Power Substation used to provide Traction Power for the Mainline Traction Power System.
- 1.567 **Mainline Track** means the principal line or lines of the System that are for required revenue operations.
- 1.568 **Mainline Traction Power Systems** means the Traction Power System for the Mainline Track.
- 1.569 **Maintenance** means all inspections, servicing, maintenance, repair and renewal of the System, including all Custodial Maintenance, Corrective Maintenance, Handback Work, Overhaul Maintenance, Preventative Maintenance and Reactive Maintenance, but excludes all Operations.
- 1.570 **Maintenance and Asset Management System** has the meaning given in Section 3.1 [*Maintenance and Asset Management System*] of Schedule 7 [*O&M Performance Requirements*].
- 1.571 **Maintenance Plans** means the plans and strategies prepared by Project Co in accordance with Sections 9.4 [*Maintenance Plans*], 9.5 [*Winter Maintenance*] and 9.6 [*Custodial Maintenance Plan*] of Schedule 7 [*O&M Performance Requirements*].

1.572 **Major Drainage** means overland drainage conveyance systems, including associated stormwater management facilities.

1.573 **Major Environmental Breach** means:

- (a) any Release, storage, handling, transportation, disposal or other dealing with a Hazardous Substance that contravenes an Environmental Law or an Environmental Permit and that is in an amount greater than the lesser of (A) 100 kg or 100 litres, as applicable, or (B) the amount that causes or is capable of causing any effect described in (c) below;
- (b) any failure to obtain an Environmental Permit; and
- (c) any other contravention of an Environmental Law or an Environmental Permit that:
  - (i) causes or is capable of causing any damage to the Environment in an area greater than 5 square meters;
  - (ii) injures or is capable of injuring the health or safety of any person;
  - (iii) injures or is capable of injuring any mammal or any species listed as threatened, endangered or extirpated under any Environmental Law or the residence or other habitat of any of the foregoing to the extent that residence or habitat is protected under any Environmental Law or Environmental Permit; or
  - (iv) injures or is capable of injuring more than 5 individuals of any life form that is not described in (c)(iii) above, or the residence or other habitat of that life form to the extent that residence or habitat is protected under any Environmental Law or an Environmental Permit,

provided that the assessment of whether a contravention is capable of causing damage or injury will be made without regard to any dilution that may occur at or subsequent to the point of introduction of any substance into the Environment;

1.574 **Major Lane Closure** has the meaning given in Section 1-4.2.8 A2 [*Traffic Accommodation Closure Types*] in Schedule 5 [*D&C Performance Requirements*].

1.575 **Major Rehabilitation** means the Project Work in respect of which the Major Rehabilitation Payment is made.

1.576 **Major Rehabilitation Payment** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.4.3 [*Major Rehabilitation Payment*] of Schedule 16 [*Payment Mechanism*].

1.577 **Major Rehabilitation Payment Index Factor** means the indexation factor for Major Rehabilitation Payments determined in accordance with Appendix 2 [*Indexation Factors*] of Schedule 16 [*Payment Mechanism*].

1.578 **Major Transit Route Closure** has the meaning given in Section 1-4.2.8 A1 [*Traffic Accommodation Closure Types*] in Schedule 5 [*D&C Performance Requirements*].

1.579 **Master Clock** means a system for synchronizing all time based event logging and reporting.

- 1.580 **Material Adverse Effect** occurs when a Default, taken together with any other Defaults of a similar nature:
- (a) creates a material risk to public safety or to the environment;
  - (b) creates a material risk of significant liability to third parties for the City; or
  - (c) demonstrates a marked or persistent inability or unwillingness on the part of Project Co to adhere to its obligations under this Agreement.
- 1.581 **Maximum Design Speed** means the highest speed at which a Train can safely travel on a given section of Track, based on the Track geometry and the characteristics of the LRV.
- 1.582 **Maximum Levels** means the Instrument Response Levels of settlement or distortion beyond which no further settlement or distortion is permitted, as described in Section 4-5.8 F2 [*Instrumentation and Monitoring*] of Schedule 5 [*D&C Performance Requirements*].
- 1.583 **Maximum Operating Speed** means the speed at which Trains will travel on a given section of Track, being the lowest of the Maximum Posted Speed, the Maximum Design Speed and the speed required to fulfill the requirements for Line-of-Sight operation.
- 1.584 **Maximum Posted Speed** has the meaning given in Section 5.6 [*Maximum Speeds*] of Schedule 7 [*O&M Performance Requirements*].
- 1.585 **Maximum Queue Length** has the meaning given in Section 1-2.7 B4 [*Measures Of Effectiveness*] of Schedule 5 [*D&C Performance Requirements*].
- 1.586 **Maximum Service Level** means the highest Service Level, providing the highest level of System Capacity, which shall be not less than the Design Capacity.
- 1.587 **Measures of Effectiveness** or **MOE** means performance statistics associated with a signalized intersection that categorize the degree to which the quality of operations of the signalized intersection meets specified objectives.
- 1.588 **Medium Terrestrial Wildlife Design Group** means the Medium Terrestrial Wildlife design group as described in the City of Edmonton Wildlife Passage Engineering Design Guidelines.
- 1.589 **Mill Creek Character Zone** means the Character Zone described in Section 2-3.4 [*Mill Street Character Zone*] of Schedule 5 [*D&C Performance Requirements*].
- 1.590 **Mill Woods Station Area Redevelopment Plan** means a planned future redevelopment of the area around Mill Woods Stop as outlined in the City of Edmonton TOD Bylaw 16537-Mill Woods Station Area Redevelopment Plan.
- 1.591 **Mined Tunnel** means that portion of the Quarters Tunnel constructed by use of a tunnel boring machine or Sequential Excavation Methods.
- 1.592 **Minimum Stop/Station Dwell Time** means a Dwell Time of 7 seconds at each Stop or Station.
- 1.593 **Minor Drainage** means a underground storm sewer collection and storage system, including catch basins, storm leads, storage tanks, equalization chambers and other appurtenances.
- 1.594 **Minor Environmental Breach** means any breach of an Environmental Law or an Environmental Permit that is not a Major Environmental Breach.

- 1.595 **Minor Lane Closure** has the meaning given in Section 1-4.2.8 A3 [*Traffic Accommodation Closure Types*] in Schedule 5 [*D&C Performance Requirements*].
- 1.596 **Minor Works** mean a Change with a value that does not exceed \$10,000, calculated using the Minor Works Rates (or such other amount as may be agreed by the parties from time to time), requested by the City at any time after the Service Commencement Date.
- 1.597 **Minor Works Rates** has the meaning given in Section 5.1 [*Minor Works Rates*] of Schedule 13 [*Changes*].
- 1.598 **Monthly Payment Calculation** means the payment described in Section 16.1 [*Monthly Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.599 **Monthly Payment Certificate** has the meaning given in Section 16.6.3 C [*Monthly Reports for Payments during the Construction Period*] of Schedule 16 [*Payment Mechanism*].
- 1.600 **Monthly Payment Entitlement** or **MPE** has the meaning given in Section 1 (b) [*General*] of Appendix 7-C [*Service Performance Measures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.601 **Muttart Pedestrian Bridge** means the pedestrian bridge identified in the River Valley Landscape Drawings and described in Section 2-14.6.3.3B.3 [*Area Specific Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.602 **Muttart Storage Building** means the building located south of the Muttart Conservatory to support the Muttart Conservatory.
- 1.603 **Muttart Utility Complex** has the meaning given in Section 2-9.9G2 [*Utility Complexes*] of Schedule 5 [*D&C Performance Requirements*].
- 1.604 **Native Forest Restoration Areas** has the meaning given in Section 1.18.5.1 [*General Requirements*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.605 **Native Forest Restoration Plan** means the plan prepared by Project Co in accordance with Section 1.18.5.3 [*Native Forest Restoration Plan*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.606 **Naturalization** means the establishment of an ecosystem that is semi-natural in character, comprises species that are both native to the region and appropriate to site conditions and remains unmanicured and sustainable following establishment.
- 1.607 **Naturalization Areas** has the meaning given in Section 1.18.6.2 [*Naturalization Objectives*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.608 **Naturalization Plan** means the plan prepared by Project Co in accordance with Section 1.18.6.3 [*Naturalization Plan*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.609 **Neighbourhood** means a Stop Canopy type as set out in Section 2-10.2.3 [*Canopies*] of Schedule 5 [*D&C Performance Requirements*].
- 1.610 **Network Management System** or **NMS** means a system for centralized monitoring of all IP networked devices.
- 1.611 **New Line** means:

- (a) a new light rail system which does not connect to, or interface directly with, the System;  
or
  - (b) the expansion or extension of the System by addition of more than 3 new Stops or Stations which are located outside the boundaries of the Lands.
- 1.612 **Noise and Vibration Monitoring** means the monitoring carried out annually by Project Co in accordance with Section 10.3 [*Noise and Vibration Monitoring*] of Schedule 7 [*O&M Performance Requirements*].
- 1.613 **Noise Attenuation Wall** means a wall constructed pursuant to this Agreement in accordance with the requirements of Section 1-2.1.3 [*Noise Control*] of Schedule 5 [*D&C Performance Requirements*].
- 1.614 **Noise Control Sub-Plan** means the plan described in Section 6.4.5.7 [*Construction Noise Control Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.615 **Nominees** has the meaning given in Section 1.4(b) [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.616 **Nonconformity** means a Deficiency, Early Handover Deficiency or a failure to adhere to documented procedures.
- 1.617 **Nonconformity Report** or **NCR** means a document issued in accordance with Section 9.1 [*Specific Requirements*] of Schedule 9 [*Quality Management*], to detail the description, proposed rectification and proposed disposition of an identified Nonconformity.
- 1.618 **Nonconformity Tracking System** means a system to track Nonconformity Reports issued by the City or Project Co as set out in Section 9.2 [*Nonconformity Report Tracking System*] of Schedule 9 [*Quality Management*].
- 1.619 **Non-Performance Event** or **NPE** means an event described in Appendix 3 [*Non-Performance Event Points and Default Points*] to Schedule 16 [*Payment Mechanism*].
- 1.620 **Non-Resident** means a person that is, at the relevant time, a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- 1.621 **North River Bank Cut and Cover Tunnel** means the Cut and Cover Tunnel located between the Mined Tunnel and the North River Bank Tunnel Approach.
- 1.622 **North River Bank Tunnel Approach** means the Structure supporting the transition between the end of the Quarters Tunnel on the north bank of the North Saskatchewan River and the Tawatinâ Bridge, including the ramp and retaining walls down to, and including, the headwall of the Quarters Tunnel.
- 1.623 **North River Bank Tunnel Approach Access Road** means the access road in Section 3-2.11.3 A [*North River Bank Tunnel Approach Access Road*] of Schedule 5 [*D&C Performance Requirements*].
- 1.624 **North River Pier** has the meaning given in Section 2-11.5.3A [*Piers*] of Schedule 5 [*D&C Performance Requirements*].
- 1.625 **Notice** has the meaning given in Section 19.1 [*Notices*] of the Agreement.

- 1.626 **Notice of Default** means a notice from the City to Project Co specifying a Default.
- 1.627 **Notice of Occupancy** has the meaning given in Section 1-3.8B *[Maintenance During Construction]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.628 **NPE Points** means those non-performance points assigned to Project Co in accordance with Appendix 3 *[Non-Performance Event Points and Default Points]* of Schedule 16 *[Payment Mechanism]*.
- 1.629 **NPE Points Balance** has the meaning given in Appendix 3 *[Non-Performance Event Points and Default Points]* of Schedule 16 *[Payment Mechanism]*.
- 1.630 **NPE Point and Default Point Tracking System** has the meaning ascribed in Section 8 *[Recording and Monitoring of NPE Points and Default Points]* of Appendix 3 *[Non-performance Event Points and Default Points]* of Schedule 16 *[Payment Mechanism]*.
- 1.631 **NSR Authorizations** means the permits licences authorizations, or approvals that are required from applicable Governmental Authorities for Project Co to access, occupy, possess, use, cross-over or carry-on any other activity in connection with the performance of the Project Work in, on, over or under the NSR Lands.
- 1.632 **NSR Lands** means the North Saskatchewan River, including the river bed or floor, river banks, foreshore and airspace above the foregoing and other related Real Property Interests owned, held, controlled or regulated by Governmental Authorities, other than the City.
- 1.633 **NSRV or North Saskatchewan River Valley** means the topographic feature known as the North Saskatchewan River Valley extending from the top of the valley wall on one side of the NSR to the top of the valley wall on the other side of the NSR.
- 1.634 **NSRV Landscaping Credit** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.3.2 *[NSRV Landscaping Payment Credit]* of Schedule 16 *[Payment Mechanism]*.
- 1.635 **NSRV Landscaping Credit Rate** has the meaning given in Section 16.3.3.2 *[NSRV Landscaping Payment Credit]* of Schedule 16 *[Payment Mechanism]*.
- 1.636 **NSRV Landscaping Deduction** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with this Agreement, as calculated in Section 16.3.3.1 *[NSRV Landscaping Payment Deduction]* of Schedule 16 *[Payment Mechanism]*.
- 1.637 **NSRV Landscaping Deduction Rate** has the meaning given in Section 16.3.3.1 *[NSRV Landscaping Payment Deduction]* of Schedule 16 *[Payment Mechanism]*.
- 1.638 **NSRV Landscaping Payment Credit** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.3.2 *[NSRV Landscaping Payment Credit]* of Schedule 16 *[Payment Mechanism]*.
- 1.639 **NSRV Landscaping Payment Deduction** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with this Agreement, as calculated in Section 16.3.3.1 *[NSRV Landscaping Payment Deduction]* of Schedule 16 *[Payment Mechanism]*.
- 1.640 **NSRV Segment** means the segment of the North Saskatchewan River Valley defined in Table 3 *[NSRV Landscaping Adjustment]* of Appendix 1 *[Payment and Payment Adjustment Inputs]* of



Schedule 16 *[Payment Mechanism]* having the boundaries shown on the drawing entitled NSRV Segments and Areas in the Proposal Extracts.

- 1.641 **NSRV Ski Hill** means the ski base lodge and landing area, 5 ski slopes and 4ski lifts situated on the Connors Hill incline, as shown in Figure 1-3.1.5 *[NSRV Ski Hill]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.642 **NSRVS or North Saskatchewan River Valley and Ravine System** means the topographic feature known as the North Saskatchewan River Valley and Ravine System within the boundaries mapped in Bylaw 7188 and all additional lands outside the boundaries mapped in Bylaw 7188 but within the area shown on Figure 1, Appendix 10A, Schedule 10 *[Environmental Performance Requirements]*.
- 1.643 **O&M Requirements** means the standards, specifications, procedures, criteria, guidelines and other requirements applicable to the Operations and Maintenance, including the requirements set out in Schedule 7 *[O&M Performance Requirements]* and Schedule 10 *[Environmental Performance Requirements]*, as amended, supplemented or replaced from time to time after the Effective Date in accordance with this Agreement.
- 1.644 **Off Peak Period** means all periods of time within the Operating Hours which are not Peak Periods.
- 1.645 **Off-Site Lands** means the lands or Real Property Interests that do not form part of the City Lands or the Adjoining Lands which Project Co requires limited or temporary access, use or occupancy rights in or to in order to perform specific testing, monitoring or investigation related work activities included in the Project Requirements.
- 1.646 **Office Supervisory Control or OSC** means a system with the capability of centrally monitoring the location of all Trains on a dynamic status basis.
- 1.647 **Offsite Summary** has the meaning given in Section 4.19 *[NSR and Off-Site Lands]*.
- 1.648 **On-Street Construction and Maintenance or OSCAM** means the permissions and procedures required for all work on City road right of ways.
- 1.649 **On-track Obstruction** means any item, person or Track Occupancy, within the limits of the Trackway.
- 1.650 **On-track Vehicle** means any Light Rail Vehicle or rail-borne auxiliary equipment that operates within the Trackway, whether it is operated on steel wheels or on rubber tires, including work trains and on-track maintenance equipment.
- 1.651 **Operating Concept Plan** has the meaning given Section 8(a) *[Operating Concept Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.652 **Operating Day** means a period of Passenger Service as measured from the scheduled start of service for a given day to the scheduled end of service for that day in accordance with the Overall Operations Plan. The start of service shall be deemed to be when the first Trip of the day is scheduled to leave its originating Terminus Stop and the end of service shall be deemed to be when the last Trip of the day is scheduled to arrive at its final Terminus Stop.
- 1.653 **Operating Headway** means the intervals of time between each Train in Passenger Service in accordance with Table 5.4 *[Operating Headways]* of Schedule 7 *[O&M Performance Requirements]*.

- 1.654 **Operating Hours** means the times of day when Passenger Service must be operated and when facilities shall be Available for Passenger use in accordance with Section 5.1 [*Operating Hours*] of Schedule 7 [*O&M Performance Requirements*].
- 1.655 **Operating Period** means the period starting on the Service Commencement Date and ending on the Termination Date.
- 1.656 \*, Redaction under review, Subject to dept review
- 1.657 **Operating Period EMS** has the meaning given in Section 1.23(2) [*Environmental Matters Specific to Operating Period*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.658 **Operating Period Environmental Plans** has the meaning given in Section 1.23(3) [*Environmental Matters Specific to Operating Period*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.659 **Operating Period Joint Committee** has the meaning given in Section 2(a) [*Operating Period Joint Committee*] of Schedule 7 [*O&M Performance Requirements*].
- 1.660 **Operating Period NPE Adjustment** has the meaning given in Appendix 3 [*Non-Performance Event Points and Default Points*] to Schedule 16 [*Payment Mechanism*].
- 1.661 **Operating Period NPE Payment Adjustment** has the meaning given in Appendix 3 [*Non-Performance Event Points and Default Points*] to Schedule 16 [*Payment Mechanism*].
- 1.662 **Operating Period Payment** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.4 [*Operating Period Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.663 **Operating Period Payment Adjustment:** means the sum, in Canadian dollars, determined in accordance with Section 16.5 [*Operating Period Payment Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.664 **Operating Period Payment Indexation Factor** or **INDOM** means the indexation factor for Operational Payments, determined in accordance with Appendix 2 [*Indexation Factors*] of Schedule 16 [*Payment Mechanism*].
- 1.665 **Operating Period Security Program** has the meaning given in Section 2.3 [*Operating Period Security Program*] of Schedule 29 [*Security Matters*].
- 1.666 **Operating Period Termination** means termination of this Agreement by the City under Section 17.2(a) [*Termination by City*] on or after Service Commencement.

- 1.667 **Operating Rule Book** has the meaning given in Section 6.4.1 [*Operating Rule Book*] of Schedule 7 [*O&M Performance Requirements*].
- 1.668 **Operation** means the operation of the System, commencing upon the Service Commencement Date, in accordance with the O&M Requirements, but excluding Maintenance.
- 1.669 **Operational Availability** means the Availability of any element of the System having a direct impact on the delivery of Passenger Service.
- 1.670 **Operational Systems** means devices, equipment and systems, other than the Traction Power System, required for Operations.
- 1.671 **Operations & Maintenance Communications Plan** means the plan prepared in accordance with Section 1.6(d) [*Plan Requirements*] of Schedule 12 [*Public Communications and Public Engagement*].
- 1.672 **Operations and Maintenance Manual** has the meaning given in Section 11(a) [*Operations and Maintenance Manual*] of Schedule 7 [*O&M Performance Requirements*].
- 1.673 **Operations and Maintenance Staffing and Training Plan** means the plan prepared by Project Co in accordance with Section 6.4.5 [*Operations and Maintenance Staffing and Training Plan*] of Schedule 7 [*O&M Performance Requirements*].
- 1.674 **Operations Control Centre** or **OCC** means the facility described in Section 5-3.4 [*Operations Control Centre*] of Schedule 5 [*D&C Performance Requirements*].
- 1.675 **Operations Manager** means the Key Individual identified by such title in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.676 **Operations Plans** means the plans and strategies prepared by Project Co in accordance with Section 7.2 [*Operations Plans and Procedures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.677 **Opportunity Area** means a defined geographic area within a Character Zone for which specific SUI requirements have been specified.
- 1.678 **Origin Stop** means the first Stop or Station serviced on any Trip.
- 1.679 **Original Spread** means the spread between the yield to maturity of the Bonds and the interpolated yield to maturity of a Government of Canada bond with a maturity equal to the average remaining life of the Bonds on the date of pricing.
- 1.680 **Other Approvals** has the meaning given in Section 2.1 [*General*] of Schedule 28 [*Project Approvals and URP Matters*] Part A [*Project Approvals*].
- 1.681 **Other Contractor** means a City Person or other contractor or consultant engaged in the performance of Other Works.
- 1.682 **Other Structure** means all:
- (a) Track, Track ties and Track fixings, excluding any Track slabs and Trackway supporting structures;

- (b) OCS poles;
  - (c) sign support structures;
  - (d) traffic signal poles;
  - (e) supports for traffic regulatory signs, traffic control signs and informational signs;
  - (f) Roadway lighting poles;
  - (g) Roadways;
  - (h) Sidewalks, excluding any portions which are integrated with a Platform;
  - (i) SUPs, excluding any portions which are integrated with a Platform or a Transportation Structure;
  - (j) retaining structures with a maximum height of 1.2m or less;
  - (k) culverts 1.5m or less in diameter; and
  - (l) pedestrian bridges with a span of less than 10m.
- 1.683 **Other Works** mean any work or activity, other than City Works, City Activities and URP Works, performed on the Lands by an Other Contractor, pursuant to an express, written:
- (a) contract entered into by the City; or
  - (b) permission, consent, approval, certificate, license, authorization or permit issued by the City.
- 1.684 **Overall Maintenance Strategy** has the meaning given in Section 9.4.1 [*Overall Maintenance Strategy Submittal*] of Schedule 7 [*O&M Performance Requirements*].
- 1.685 **Overall Operations Plan** has the meaning given in Section 7.2.1 [*Overall Operations Plan Submittal*] of Schedule 7 [*O&M Performance Requirements*].
- 1.686 **Over-Dimensional Vehicle** has the meaning given in Section 1-2.9 D [*High Load Corridor*] of Schedule 5 [*D&C Performance Requirements*].
- 1.687 **Overhaul Maintenance** means all planned Maintenance required to replace or refurbish equipment, components, systems and sub-systems forming part of the System.
- 1.688 **Overhead Catenary System** or **OCS** means a system of overhead wires that distribute DC power from the Traction Power System to the Light Rail Vehicle via a pantograph mounted on the Light Rail Vehicle.
- 1.689 **Overloaded Trip** has the meaning given in Section 1 [*General*] of Appendix 7-C [*Service Performance Measures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.690 **Own Forces Work** has the meaning given in Section 3.4(a) [*Valuation of Change Directive Costs*] of Schedule 13 [*Changes*].
- 1.691 **Oxidation Induction Time** or **OIT** has the meaning given in ASTM D3895.

- 1.692 **Parking Brake** means a braking system meeting the requirements set out in Section 7-1.13.4.1 A [*Parking Brake*] of Schedule 5 [*D&C Performance Requirements*].
- 1.693 **Partial Priority** means a Transit Signal Priority arrangement whereby the Train is afforded a higher priority phase sequence than road traffic, such that the punctual arrival of the Train within a prescribed time interval after initiating the Partial Priority call, will result in a deterministic period of time within which a proceed phase will be provided.
- 1.694 **Partner** means each of Fencgate Partner, BDC TransEd (Nova Scotia) Co., EllisDon Partner, and Bombardier Partner, and each other Person that is admitted as a partner of Project Co pursuant to its partnership agreement, in each case in its capacity as a partner of Project Co and including its successors and assignees permitted under this Agreement.
- 1.695 **Party** means Project Co or the City, as applicable.
- 1.696 **Passenger** means a person using Trains to travel on any segment of the System as part of the Operations.
- 1.697 **Passenger and Public Safety Outreach Program** means the program prepared by Project Co in accordance with Section 6.4.4 [*Passenger and Public Safety Outreach Program*] of Schedule 7 [*O&M Performance Requirements*].
- 1.698 **Passenger Assistance Intercoms** are devices that provide a hands-free audio connection between a Passenger and a central Light Rail Transit operator, and are intended for non-emergency use.
- 1.699 **Passenger Door Control Device** has the meaning given in Section 7-1.10.2 A [*Passenger Door Controls*] of Schedule 5 [*D&C Performance Requirements*].
- 1.700 **Passenger Emergency Alarm** has the meaning given in Section 7-1.15.1.1 A [*Passenger Emergency Alarm*] of Schedule 5 [*D&C Performance Requirements*].
- 1.701 **Passenger Interface Equipment** means the following items at Stops, the Churchill Connector and Davies Station: TVM, Validators, VMS, Information Panels, Global Wayfinding Maps, ETS TV screens, and corporate advertising.
- 1.702 **Passenger Service** means the operation of Trains on the Mainline Track within the Operating Hours allowing Passengers to board and alight at Stops and Stations.
- 1.703 **Pavement Monitoring Points** or **PMP** means the monitoring points described in Section 4-5.8 M1 [*Instrumentation and Monitoring*] of Schedule 5 [*D&C Performance Requirements*].
- 1.704 **Payment** means the total monthly payment to be paid by the City to Project Co under Section 16.1 [*Monthly Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.705 **Payment Adjustment** means an adjustment to a Payment, as described in Sections 16.3 [*Construction Period Payment Adjustment*] and 16.5 [*Operating Period Payment Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.706 **Payment Adjustment for Changes in Project Co Insurance Premiums** means the sum, in Canadian dollars, determined in accordance with Section 16.5.9 [*Changes in Project Co Insurance Premiums*] of Schedule 16 [*Payment Mechanism*].

- 1.707 **Payment Adjustment for LEED Silver Certification** means the sum, in Canadian dollars, determined in accordance with Section 16.5.7 [*Payment Adjustment for LEED Silver Certification*] of Schedule 16 [*Payment Mechanism*].
- 1.708 **Payment Adjustment for LRT System Availability** means the sum, in Canadian dollars, determined in accordance with Section 16.5.2 [*Payment Adjustment for LRT System Availability*] of Schedule 16 [*Payment Mechanism*].
- 1.709 **Payments for LRVs** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.2.2 [*Payments for LRVs*] of Schedule 16 [*Payment Mechanism*].
- 1.710 **Peak Particle Velocity** or **PPV** means the maximum instantaneous positive or negative peak of the vibration signal.
- 1.711 **Peak Period** means the periods of time within the Operating Hours which require the most frequent Operating Headway defined as AM Peak and PM Peak in Table 5.4 [*Operating Headways*] or Schedule 7 [*O&M Performance Requirements*].
- 1.712 **Pedestrian Clear Width** means the Platform zone shown on Figure 5-2.8.3 [*Stop Platform Functional Lay-Out*] of Schedule 5 [*D&C Performance Requirements*].
- 1.713 **Pedestrian Priority Zone** or **PPZ** has the meaning given in Section 2-4.2 B [*Streetscape*] of Schedule 5 [*D&C Performance Requirements*].
- 1.714 **Pedway** means an underground or overhead pedestrian walkway.
- 1.715 **Percent Completion for Construction Period Payment:** means the percentage of construction completion as determined in accordance with Section 16.2.1 [*Percent Completion for Construction Period Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.716 **Performance Monitoring Report** means the report prepared monthly by Project Co in accordance with Section 4(b) [*Operational Performance Reporting*] of Schedule 7 [*O&M Performance Requirements*].
- 1.717 **Performance Security** means, in respect of Project Co or a Project Contractor, any and all security instruments, agreements or arrangements in any form, including without limitation guarantees, indemnities, performance bonds, payment bonds, letters of credit, letters of guarantee and security interests in real or personal property, under which any person agrees, absolutely or conditionally, to guarantee, assume or otherwise be or become wholly or partially liable, either alone or jointly, severally, or jointly and severally with Project Co or a Project Contractor, for any or all of the performance or payment obligations of Project Co or a Project Contractor under or pursuant to the Project Agreement or Project Documents, excluding for the avoidance of doubt (i) any security instruments, agreements or arrangements provided between Persons comprising Project Co or a Project Contractor or Persons forming Project Co or a Project Contractor, and (ii) any letters of credit delivered by or on behalf of a Partner to the Security Trustee in respect of the Equity Contribution Agreement (as such term is defined in the Senior Financing Agreements).
- 1.718 **Performance Shortfall** means the failure to meet any Service Performance Measure by 5% or more during two or more consecutive months.
- 1.719 **Permitted Affiliate Transaction** means a direct or indirect sale, assignment, transfer or other disposition of an ownership interest in Project Co to one or more Affiliates of the transferring

Person or to infrastructure funds or other similar investment vehicles that are under common management with the transferring Person, provided there is not otherwise a Change in Control of the transferring Person or transferee Affiliate or in the funds or investment vehicles in question and provided such transfer does not trigger a right to terminate the contractual right of the transferee Affiliate to manage the funds or investment vehicles in question. For greater certainty, any termination or assignment of any applicable management contract in relation to these funds or investment vehicles (other than an assignment to an Affiliate of the then manager) shall be deemed to be a Change in Control that is subject to Section 23.2(e).

**1.720 Permitted Bechtel Transaction**

s.16

**1.721 Permitted Bombardier Transaction**

s.16

**1.722 Permitted BT Group Reorganization** means a BT Group Reorganization in respect of which:

(a) s.16

(b) s.16

**1.723 Permitted BT Group Sale** means a BT Group Sale in respect of which:

(a) s.16

(b) s.16

**1.724 Permitted Encumbrances** means all:

(a) Identified Encumbrances;

(b) Utilities (including unregistered rights of way, easements, licence rights and other similar interests) that: (i) are identified through Disclosed Data; or (ii) would have been identified had Project Co made diligent inquiry through Alberta One-Call Corporation or GeoEdmonton;

- (c) Existing URP Agreements;
  - (d) Future Utility Work;
  - (e) statutory exceptions, reservations, limitations, provisos, qualifications and conditions contained in the *Land Titles Act* (Alberta) and reservations or exceptions of mines and minerals; and
  - (f) other Encumbrances which do not adversely affect the City Lands licence granted to Project Co pursuant to Section 4.1 *[Access and Use]* and the ability of Project Co to perform the Project Work as contemplated by this Agreement.
- 1.725 **Permitted Transaction** means: (a) a Permitted Affiliate Transaction; (b) a Permitted Bechtel Transaction; or (c) a Permitted Bombardier Transaction.
- 1.726 **Person** means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, unincorporated organization, co-owners arrangement or other business entity.
- 1.727 **Personal Information** means all personal information (as the term “personal information” is defined in the *Personal Information Protection and Electronic Documents Act* (Canada)) in the custody or control of Project Co or any Project Co Person other than personal information of the employees of Project Co or the Project Co Persons and other than personal information that is wholly unrelated to the Project Work and not derived directly or indirectly from the City in respect of the Project.
- 1.728 **Physical Barrier** has the meaning given in Section 2-4.5.3 C2 *[Safety Barriers]* in Schedule 5 *[D&C Performance Requirements]*.
- 1.729 **Pile Concrete** has the meaning given in Table 4-1.7.1-1 *[Concrete Classes]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.730 **Pipeline Agreements** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.731 **Pipeline Company** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.732 **Pipeline Crossing Agreement** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.733 **Pipeline Infrastructure** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.734 **Pipeline Interface Protocols** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.735 **Pipeline Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.736 **Planned Energy Consumption** means the amount of planned energy consumption measured in megajoules as calculated in Table 5 *[Service Level Payment]* of Appendix 1 *[Payment and Payment Adjustment Inputs]* of Schedule 16 *[Payment Mechanism]*.



- 1.737 **Planning Branch** means the Current Planning Branch of Sustainable Development for the City.
- 1.738 **Platform** means that portion of the Station or Stop designated for Passengers to board and alight from Trains.
- 1.739 **Platform Access Point** means a location at which Passengers enter a Stop Platform from a Sidewalk, SUP or crosswalk.
- 1.740 **PM Peak** means the period of time, within the Operating Hours, identified as such in Table 5.4 [Operating Headways] or Schedule 7 [O&M Performance Requirements].
- 1.741 **PMP Array** means an array of Pavement Monitoring Points meeting the requirements set out in Section 4-5.8 M1b [Instrumentation and Monitoring] of Schedule 5 [D&C Performance Requirements].
- 1.742 **Positive Drainage** means continuous downhill grades in which water can flow without ponding.
- 1.743 **Positive Train Separation** means an enforcement regime whereby two Trains cannot simultaneously occupy the same specified limits of Track, unless so authorized to by special instruction.
- 1.744 **Possible Contaminated Sites** has the meaning given in Section 1.12(4) [Contaminated Sites] of Schedule 10 [Environmental Performance Requirements].
- 1.745 **Potential Incident** means an incident which, if left unresolved has the potential to become a Security Incident.
- 1.746 **Power Factor Surcharge** means an amount charged by an electricity retailer to the System when the ratio of useable power consumption to reactive power consumption in connection with the System is below a set amount.
- 1.747 **Power Operated Switch Machine** means a powered device that provides Train switching movements from one Track to another.
- 1.748 **Power over Ethernet** or **PoE** means a technology for wired local area networks that allows the electrical current necessary for the operation of each device to be carried by the data cables rather than by power cords.
- 1.749 **Pre-emption** is a notification of an approaching Light Rail Vehicle, as forwarded to the Traffic Signal controller by the Automatic Grade Crossing Warning System.
- 1.750 **Pre-Opening Road Safety Audit** has the meaning given in Section 3-2.3 A [Road Safety Audits] of Schedule 5 [D&C Performance Requirements].
- 1.751 **Preferred Noise Criteria** or **PNC** means the octave band sound pressure levels defined in Beranek, L.L., Blazier, W.E., et. al. *Preferred Noise Criterion (PNC) Curves and Their Application to Rooms*. The Journal of the Acoustical Society of America. Vol. 50, No. 5 (Part 1), pp. 1223-1228, 1971.
- 1.752 **Preliminary Acceptance Certificate** means the certificate issued by Project Co for each LRV attesting that the LRV is fully pre-assembled for demonstration of fit, form and functional compliance with the Final Design of the LRV.

- 1.753 **Preliminary Construction Schedule** has the meaning given in Section 3.1(a) [*Submission Requirements*] of Schedule 3 [*Construction Schedule*].
- 1.754 **Preliminary Design Road Safety Audit** has the meaning given in Section 3-2.3 A [*Road Safety Audits*] of Schedule 5 [*D&C Performance Requirements*].
- 1.755 **Preliminary Public Art Integration Schedule** has the meaning given in Section 4(a) [*Public Art Integration Schedule*] of Schedule 3 [*Construction Schedule*].
- 1.756 **Preliminary Reference Design** means preliminary design work undertaken during the City planning of the Project and included in the Disclosed Data, and for which the City makes no warranties in regards to its suitability for Final Design.
- 1.757 **Preservation Tree** means an existing tree that is identified as a “preservation tree” in the Tree Valuation Inventory.
- 1.758 **Preventative Maintenance** means all planned Maintenance which is intended to prolong the life of an asset, keep it in good working order and ensure compliance with the O&M Requirements.
- 1.759 **Preventive Action** means action to eliminate the cause of a potential Nonconformity or other undesirable situation in order to prevent its occurrence.
- 1.760 **Previously Paid Monthly GST Amount** means a GST amount to be determined as provided for below which in the aggregate is equal to the amount of the Section 9.4(c) Payment. The amount of each Previously Paid Monthly GST Amount shall be:
- (a) the amount of the Section 9.4(c) Payment amortized on a straight line basis over the Payments due over the remainder of the Term following the payment of the Section 9.4(c) Payment subject to an alternative basis on which to amortize the remaining unapplied Section 9.4(c) Payment as provided for by Applicable Law in which case the City shall determine the Previously Paid Monthly GST Amount in accordance with such Applicable Law, provided that the City may, at any time, proceed to obtain an advance ruling under the Excise Tax Act (Canada) (or rely upon an existing advance ruling under the Excise Tax Act (Canada)) in respect to some other basis for amortizing the remaining unapplied Section 9.4(c) Payment over the Payments due over the remainder of the Term, and in such event, the remaining unapplied Section 9.4(c) Payment may be amortized over the Payments in a manner provided for in the advance ruling if the City so determines;
  - (b) communicated by the City to Project Co in writing at the same time that the City pays Project Co the Section 9.4(c) Payment; and
  - (c) credited to the City in each Payment invoice sent by Project Co to the City following the payment of the Section 9.4(c) Payment.
- 1.761 **Primary Construction Access Route** has the meaning given in Section 1-3.4.2 A [*Construction Access Route*] of Schedule 5 [*D&C Performance Requirements*].
- 1.762 **Prime** means the rate of interest from time to time declared by the Canadian Imperial Bank of Commerce (or its successor, in the event of a merger or amalgamation) as its prime rate for Canadian dollar commercial loans in Canada.
- 1.763 **Prime Contractor** has the meaning given in Section 1.2 [*Prime Contractor*] of Schedule 11 [*Project Safety Requirements*].

- 1.764 **Professional Engineer** means a professional engineer licensed by the APEGA to practice in the Province of Alberta.
- 1.765 **Professional Geologist** means a professional geoscientist licensed by the APEGA to practice in the Province of Alberta.
- 1.766 **Professional Land Surveyor** means a professional surveyor licensed by the Alberta Land Surveyors' Association.
- 1.767 **Prohibited Act** has the meaning given in Section 22.3 [*Lobbying, Corrupt Practices and Other Prohibited Acts*] of the Agreement.
- 1.768 **Project** means:
- (a) the design, construction, financing, testing and commissioning of the Infrastructure;
  - (b) the operation, maintenance and lifecycle rehabilitation of the System; and
  - (c) all other ancillary work and service required by this Agreement.
- 1.769 **Project Approvals** has the meaning given in Section 1 [*General*] of Schedule 28 [*Project Approvals and URP Matters*] Part A [*Project Approvals*].
- 1.770 **Project Closing Agenda** has the meaning given in Section 2 [*Documents to be Delivered by Project Co*] of Schedule 25 [*Completion Documents*].
- 1.771 **Project Co** means TransEd Partners General Partnership.
- 1.772 **Project Co Person** means:
- (a) the Project Contractors;
  - (b) the Subcontractors;
  - (c) any person engaged by Project Co, any Project Contractor or Subcontractor, from time to time as may be permitted by the Agreement to procure or manage the provision of the Project Work (or any of them); and
  - (d) in respect of each of the above, their subcontractors of any tier, agents, employees, officers and directors; and
  - (e) any invitee of Project Co or any of the Project Co Persons referred to in (a) to (d) above who enters upon the Lands,
- but does not include a Passenger.
- 1.773 **Project Co's Environmental Obligations** has the meaning given in Section 1.1 [*Environmental Obligations - General*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.774 **Project Co Pipeline Work** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.775 **Project Co Railway Work** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].

- 1.776 **Project Co URP Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.777 **Project Co Utility Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.778 **Project Co's Proposal** means the Technical Proposal and the Financial Proposal submitted by Project Co in response to the RFP.
- 1.779 **Project Co's Representative or Team Lead** means George Morschauser or such substitute as may be appointed by the Project Co pursuant to Section 2.2 *[Change of Project Co's Representative]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.780 **Project Contracts** mean the Design-Build Agreement and the Services Contract or any replacements or substitutes therefor.
- 1.781 **Project Contractors** means the Design Builder and the Service Provider.
- 1.782 **Project Documents** means
- (a) this Agreement;
  - (b) the constating documents for Project Co;
  - (c) the Senior Financing Agreements;
  - (d) the Direct Lender Agreement;
- and all other documents executed and delivered by or on behalf of the parties pursuant to Schedule 25 *[Completion Documents]*.
- 1.783 **Project Financing** means financing (of whatever nature, and inclusive of Senior Debt Financing and Equity) arranged by or on behalf of Project Co sufficient to carry out and complete the Project in accordance with the Project Requirements; but not in any event exceeding the amount of Project Financing indicated in or by the Financial Proposal and, if applicable, having regard to the interest rate adjustment contemplated by the RFP and elected by Project Co at the Financial Submission Date, (as such amount may be adjusted in accordance with the definition of Senior Debt Financing).
- 1.784 **Project Records** means any Record created or collected for the Project.
- 1.785 **Project Requirements** means the standards, specifications, procedures, criteria, guidelines and other requirements applicable to the Project Work, including the Design and Construction Requirements, the O&M Requirements and all other requirements set out in this Agreement, as amended, supplemented or replaced from time to time after the Effective Date in accordance with this Agreement.
- 1.786 **Project Safety and Security Certificate** has the meaning given in Section 5.3.1(c)(ii) *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.787 **Project System Safety Program Audit Certificate** has the meaning given in Section 5.4.1(f) *[General]* of Schedule 4 *[Design and Construction Protocols]*.

- 1.788 **Project Work** means all activities of or required of Project Co in connection with the performance of any obligations of Project Co under this Agreement, and the conduct of all work and operations of Project Co, and/or Project Co Persons on, or in relation to, the Project, including the Design, Construction and Services, and the performance by Project Co of all Financial Obligations in accordance with this Agreement.
- 1.789 **Property Authorizations** has the meaning given in Section 4.19 *[NSR and Off-Site Lands]*.
- 1.790 **Property Fence** means a fence on private property.
- 1.791 **Property Tax Agreement** means the property tax agreement in respect of the City Lands entered into between the City and Project Co or its designated Project Contractor on the Effective Date.
- 1.792 **Proposal Extracts** means the documents, or parts thereof, described as such in Schedule 23 *[Extracts from Proposal]*.
- 1.793 **Proposed Plan** has the meaning given in Section 9.1(c)(ii) *[Specific Requirements]* of Schedule 9 *[Quality Management]*.
- 1.794 **Protected Tree** means any tree not identified for relocation or removal in the current TRRRP Plan.
- 1.795 **Protection Railing** means a railing meeting the requirements set out in Section 2-4.5.3.2 *[Protection Railings]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.796 **Prototype Vehicle** means the first LRV, fully assembled and inspected by the Independent Certifier for fit, form and functional compliance with the Final Design of the LRV.
- 1.797 **PTFE** has the meaning given in CAN/CSA S6.
- 1.798 **Public Address** or **PA** means a system that provides audible notifications at Stops and Stations.
- 1.799 **Public Art** means artwork acquired for the Project at the locations outlined in Section 2-7 *[Public Art]* of Schedule 5 *[D&C Performance Requirements]*, in accordance with the City of Edmonton policy C458C "Percent for Art to Provide and Encourage Art in Public Areas".
- 1.800 **Public Art Integration Schedule** has the meaning given in Section 4(d) *[Public Art Integration Schedule]* of Schedule 3 *[Construction Schedule]*.
- 1.801 **Public Involvement** means the process of public consultation undertaken by the City of Edmonton during the preliminary engineering phase of the Project during the years 2012 and 2013.
- 1.802 **Public View** means the view of any portion of the Infrastructure from any location that can be accessed by the general public without trespassing.
- 1.803 **Qualified** means being knowledgeable of the work, the hazards involved and the means to control the hazards, by reason of education, training, experience or a combination thereof.
- 1.804 \*, Redaction under review, Subject to dept review

\*, Redaction under review, Subject to dept review

- 1.805 **Quality** means the totality of characteristics of a product or service that bear on its ability to satisfy stated and implied requirements or needs.
- 1.806 **Quality Assurance** or **QA** means all the planned and systematic actions and processes needed to provide adequate confidence that products or services will fulfill the Project Requirements for Quality.
- 1.807 **Quality Audit** means a systematic, independent and documented process for obtaining audit evidence relating to quality and evaluating it objectively to determine the extent to which such audit criteria are fulfilled.
- 1.808 **Quality Audit Plans** means Project Co's audit plans defining the Quality Audits that Project Co shall perform or cause to be performed on its own processes and the processes of its Subcontractors.
- 1.809 **Quality Control** or **QC** means inspection, test or examination techniques used to ensure that materials, products or services conform to Project Requirements.
- 1.810 **Quality Director** means the Key Individual identified by such title in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.811 **Quality Documentation** means all documentation to be prepared, submitted (where applicable) and implemented by Project Co in accordance with Schedule 9 [*Quality Management*].
- 1.812 **Quality Management Plan** means each detailed quality management plan of Project Co detailing which procedures and associated resources shall be applied by whom and when for each aspect of the Project Work required in accordance with this Agreement, including the Design Quality Management Plan, the Construction Quality Management Plan, the Services Quality Management Plan and the Environmental and Quality Management Plan.
- 1.813 **Quality Management System** or **QMS** means the organizational structure, responsibilities, procedures, processes and resources necessary to manage the quality function effectively for the Project Work in accordance with Schedule 9 [*Quality Management*].
- 1.814 **Quality Manual** means the manual described in Section 1.0 of Appendix 9A [*Quality Manual*] of Schedule 9 [*Quality Management*].
- 1.815 **Quality Manager** means the individual described in Section 4.2 [*Quality Manager*] of Schedule 9 [*Quality Management*].
- 1.816 **Quality Objectives** means the objectives related to Quality that are measurable and consistent with the Quality Policy and which are to be formally expressed and recorded in the Quality Manual in accordance with Schedule 9 [*Quality Management*], provided that, alternatively, each Quality Management Plan may have its own Quality Objectives which are directly related to applicable Quality Policy expressed or recorded in the Quality Manual.

- 1.817 **Quality Policy** means the overall intentions and direction of Project Co related to Quality applicable to the overall organization, (including Project Co and the Project Co Persons), involved in performing the Project Work which are to be formally expressed and recorded in the Quality Manual and as further defined in ISO 9000, in accordance with Schedule 9 *[Quality Management]*, provided that, alternatively, each Quality Management Plan may have its own Quality Policies which are directly related to applicable Quality Objectives expressed or recorded in the Quality Manual.
- 1.818 **Quality Process Audit** has the meaning given in Section 7.2.1 *[City Audits]* of Schedule 9 *[Quality Management]*.
- 1.819 **Quality Record** has the meaning given in Section 8.4.2 *[Quality Records]* of Schedule 9 *[Quality Management]*.
- 1.820 **Quarters Area Redevelopment Plan** means the revitalization plan of the Quarters neighborhood, which is included as part of the Disclosed Data.
- 1.821 **Quarters Tunnel** has the meaning given in Section 1-1.2.3 A1 *[Key Transportation Structures]* of Schedule 5 *[D&C Performance Requirements]*, and includes the Mined Tunnel and the Cut and Cover Tunnels.
- 1.822 **Rail Systems** means those systems described in Section 6-1.1 *[Introduction]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.823 **Railway Agreements** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.824 **Railway Company** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.825 **Railway Infrastructure** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.826 **Railway Interface Protocols** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.827 **Railway Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.828 **RAM Program** has the meaning given in Section 5.6.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.829 **RAM Sub-Plan** means the plan described in Section 6.4.5.2 *[RAM Sub-Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.830 **Ramp** means the transition of an Elevated Guideway from grade to the start of the bridge Structure and enclosed by side walls and an abutment wall.
- 1.831 **Rare Plant** has the meaning given in Section 1.18.2 *[Rare Plants]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.832 **RE Reference Date** has the meaning given in Section 13.2 *[Relief Event During Construction Period]* of the Agreement.

- 1.833 **Reactive Maintenance** means any unplanned Maintenance to fix a Nonconformity or Deficiency that has the potential to cause a disruption to Operational Availability.
- 1.834 **Real Major Rehabilitation Payment** means the sum, in Canadian dollars, payable by the City for Major Rehabilitation, as indicated in Table 6 [*Capital Payment and Major Rehabilitation Payment*] of Appendix 1 [*Payment and Payment Adjustment Inputs*] of Schedule 16 [*Payment Mechanism*].
- 1.835 **Real Property Interest** means the nature of the interest in land, such as fee simple interest, lease, licence, right of way, under surface right, or permanent/temporary easement.
- 1.836 **Real Service Level Payment** has the meaning given in Section 16.4.2.1 [*Service Level Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.837 **Receiving Party** has the meaning given in Section 1.2 [*Dispute Notice and Response*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.838 **Reclamation Deficiency Deadline** has the meaning given in Section 1.19(5)(b) [*Correction of Deficiencies*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.839 **Record** has the meaning given to it in the *Freedom of Information and Protection of Privacy Act* (Alberta).
- 1.840 **Record Drawings** means a professional document prepared by the Designer to record design changes to a Final Design for which he or she has accepted responsibility and which represents the actual, as constructed, state of the Infrastructure.
- 1.841 **Records Management Protocol** has the meaning given in Section 2(a) [*Records Management Protocol*] of Schedule 19 [*Records and Reports*].
- 1.842 **Recoverable Direct Losses** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.843 \*, Redaction under review, Subject to dept review



prepayment penalties as are commercially reasonable in the circumstances of the financing and are not unreasonably punitive.

- 1.844 **Referee** has the meaning given in Section 1.4 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.845 **Referee Agreement** has the meaning given in Section 1.4(a)(i) [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.846 **Referee Notice** has the meaning given in Section 1.4 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.847 **Reference Wheelchair** means a wheelchair with dimensions of 1070mm x 660mm, as described in the Alberta Pedestrian Accessibility Design Guide.
- 1.848 **Regulating Layer** means a fine aggregate shotcrete layer used to regulate the substrate surface to receive a waterproofing system, or to provide an enhanced surface finish.
- 1.849 **Regulatory Approvals** has the meaning given in Section 2.1 [*General*] of Schedule 28 [*Project Approvals and URP Matters*] Part A [*Project Approvals*].
- 1.850 **Rehabilitation Drawings** has the meaning given in Section 4-3.12.2 A [*Scope of Work*] of Schedule 5 [*D&C Performance Requirements*].
- 1.851 **Release** includes any spill, leak, deposit, pumping, pouring, emission, emptying, discharging, injecting, escape, leaching, migration, disposal, dumping or other form of release of a Hazardous Substance, or permitting of any of the foregoing.
- 1.852 **Relief Event** has the meaning set out in Section 13.1 [*Relief Event Defined*] of the Agreement, and subject to the foregoing generally means an event the risk of which is for some purposes allocated to the City by Section 13 [*Relief Events*] of the Agreement.
- 1.853 **Relocation Candidate** means an existing tree that may be relocated during Construction in accordance with Section 2-14.13 [*Tree Retention, Relocation, Removal and Protection*] of Schedule 5 [*D&C Performance Requirements*].
- 1.854 **Remaining BT Group Members**  
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- 1.855 **Remaining Useful Life** means the remaining period of time which a component, device or system is expected to function at its design capacity if Preventative Maintenance and Overhaul Maintenance is carried out as planned.
- 1.856 **Remedial Action** has the meaning given in Section 16.6 [*City's Remedial Rights*] of the Agreement.
- 1.857 **Remnant Land Parcel** means a disturbed portion of the City Lands on which structures, facilities or other infrastructure is not required to be constructed as part of the Project.
- 1.858 **Removable and Replaceable Components** has the meaning given in Section 1-7.5.2 A2 [*City Recoverable Items*] of Schedule 5 [*D&C Performance Requirements*].

- 1.859 **Reportable Circumstance** has the meaning given in Section 3.15 [*Claims Reporting and Settlement*] of Schedule 17 [*Insurance Requirements*].
- 1.860 **Reporting Error** means any error or omission in a report required in Section 16.6.3 [*Monthly Reports for Payments During the Construction Period*] and 16.6.4 [*Monthly Reports for Payments During the Operating Period*] of Schedule 16 [*Payment Mechanism*].
- 1.861 **Reporting Failure Penalty** has the meaning given in Section 16.6.7 [*Reporting Errors*] of Schedule 16 [*Payment Mechanism*].
- 1.862 **Representatives** means the City's Representative and Project Co's Representative.
- 1.863 **Request for Review** means a request for review form available on the DFO website that has been completed by Project Co for submission to DFO pursuant to section 35(2) of the *Fisheries Act (Canada)*.
- 1.864 **Requirements Management** has the meaning given in Section 5.5.1(a) [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.865 **Requirements Management Sub-Plan** means the plan described in Section 6.4.5.1 [*Requirements Management Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.866 **Rescue Financing** has the meaning given in Section 18.11 [*Rescue Financing*] of the Agreement.
- 1.867 **Response** has the meaning given in Section 1.2 [*Disputed Notice and Response*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.868 **Restoration Specialist** means the person appointed to develop and oversee implementation of the Native Forest Restoration Plan and having the qualifications set out in Section 1.18.5.3(2) [*Native Forest Restoration Plan*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.869 **Restricted Person** means any person who (or any member of a group of persons acting together, any one of which):
- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;
  - (b) is or has been involved in the illegal manufacture, sale, distribution or promotion of narcotic substances or arms, or is or has been involved in the promotion, support or carrying out of terrorism;
  - (c) in the case of an individual, he or she (or in the case of a legal entity, any of the members of the board of directors or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence (other than a suspended sentence) for any criminal offence (other than minor traffic offences or misdemeanours) less than 5 years prior to the date at which the determination of whether the person falls within this definition is being made;
  - (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;

- (e) is subject to any claim of the City or the Province of Alberta in any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made and which (in respect of any such pending claim, if it were to be successful) would, in the City's view, in either case, be reasonably likely to materially affect the ability of Project Co to perform its obligations under this Agreement; or
  - (f) has been convicted of an offence under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), or has been convicted of the commission of a money laundering offence or a terrorist activity financing offence under the *Criminal Code* (Canada).
- 1.870 **Restricted Speed** means a Train speed which is less than the Maximum Operating Speed.
- 1.871 **Review Period** has the meaning given in Section 4.2 [*Time for City Review*] of Schedule 2 [*Submittal Review Procedure*].
- 1.872 **Review Procedure** means the procedure set out in Section 4 [*Review Procedure*] of Schedule 2 [*Submittal Review Procedure*].
- 1.873 **Revised Construction Schedule** has the meaning given in Section 3.1(c) [*Submission Requirements*] of Schedule 3 [*Construction Schedule*].
- 1.874 **Revised Final Financial Model** means the financial model submitted as part of financial proposal "VLS-3B".
- 1.875 **RFP** means the request for proposals issued by the City on September 10, 2014 in respect of the Project.
- 1.876 **RFQ** means the request for qualifications issued by the City on April 23, 2014 in respect of the Project.
- 1.877 **Right of Way** or **ROW** is as defined in Schedule 14 [*City Lands*].
- 1.878 **River Navigation Plan** means a plan prepared in accordance with Section 1.16 [*River Navigation*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.879 **River Valley Character Zone** means the Character Zone described in Section 2-3.3 [*River Valley Character Zone*] of Schedule 5 [*D&C Performance Requirements*].
- 1.880 **River Valley Landscape Drawing** means the River Valley Landscape Drawings included in the Proposal Extracts.
- 1.881 **River Valley Utility Complexes** means the Muttart Utility Complex and the 95<sup>th</sup> Street Utility Complex.
- 1.882 **Road Category** means the category assigned to each Road Closure Segment as specified in Section 16.3.1.2 [*Road Categories by Road Closure Segment*] of Schedule 16 [*Payment Mechanism*].
- 1.883 **Road Closure Segment** means each road segment defined in Section 16.3.1.2 [*Road Categories by Road Closure Segment*] of Schedule 16 [*Payment Mechanism*].

- 1.884 **Road Plan Lands** means all City Lands, including Future Acquired Lands, which become part of a road plan by operation of law by registration in the Alberta Land Title office as a Road Right of Way.
- 1.885 **Road Safety Audit** has the meaning given in Section 3-2.3 A [*Road Safety Audits*] of Schedule 5 [*D&C Performance Requirements*].
- 1.886 **Road Safety Audit Report** has the meaning given in Section 3-2.3 D [*Road Safety Audits*] of Schedule 5 [*D&C Performance Requirements*].
- 1.887 **Road Safety Response Report** has the meaning given in Section 3-2.3 E [*Road Safety Audits*] of Schedule 5 [*D&C Performance Requirements*].
- 1.888 **Road Traffic Signal** means a luminary style traffic appliance that provides visual indication to vehicular traffic for the purpose of controlling movements through signalized intersections.
- 1.889 **Roadway** means the driving surfaces of the road, including the travelled lanes, shoulders and shoulder rounding, and where applicable designated bike lanes.
- 1.890 **Roadway Boulevard Landscape Area** means the landscape area between a Roadway and either an adjacent property or walkway as illustrated in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.891 **Roadway Intersection Landscape Area** means the area described as such in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.892 **Roadway Island Landscape Area** means the landscape area within islands or medians within a Roadway intersection as illustrated in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.893 **Roadway Median Landscape Area** means the landscape area within the median of a Roadway as illustrated in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.894 **Root Mean Square Vibration** or **RMS** means the square root of the average of the squared amplitude of the signal, calculated over a one-second period.
- 1.895 **Run Time** means the time taken for a Train to travel along a section of Track.
- 1.896 **Safe Work Procedures** or **SWP** means a safe work procedure prepared and submitted by Project Co in accordance with Section 3.7 [*Safe Work Procedures*] of Schedule 11 [*Project Safety Requirements*].
- 1.897 **Safety and Security Certification Program** has the meaning given in Section 5.3.1(a) [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.898 **Safety and Security Sub-committee** means the Safety and Security Review Committee (SRC) as defined in the *Handbook for Transit Safety and Security Certification*, published by the U.S. Department of Transportation, Federal Transit Administration.
- 1.899 **Safety Management Plan** or **SMP** means a safety management plan prepared and submitted by Project Co in accordance with Section 3.4 [*Safety Management Plan*] of Schedule 11 [*Project Safety Requirements*].

- 1.900 **Safety Manager** has the meaning given in Section 4.2 [*Safety Manager*] of Schedule 11 *Project Safety Requirements*] and is the Key Individual named as such in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.901 **Sanding** means the application of sand to each powered wheel of an Light Rail Vehicle for any direction of travel.
- 1.902 **Scheduled Departure Time** means the time to the nearest second at which a Train is supposed to leave from a Stop or Station, measured from the time when the Train doors are locking.
- 1.903 **SE402** or **Southeast 402** means the natural area known as Southeast 402 within the boundaries shown on Figure 2, Appendix 10A [*Figures*], Schedule 10 [*Environmental Performance Requirements*].
- 1.904 **Secondary Track** means Track that is connected to the Mainline Track for the purpose of switching, dispatching, receiving and storing of Trains and On-track Vehicles.
- 1.905 **Section 9.4(c) Payment** means payment of the GST payable by the City to Project Co under Section 9.4(c) [*Taxes*] of the Agreement (pursuant to paragraph 168(3)(c) of the *Excise Tax Act* (Canada)).
- 1.906 **Security Brake** has the meaning given in Section 7-1.13 C4 [*Braking Systems*] of Schedule 5 [*D&C Performance Requirements*].
- 1.907 **Security Incident** means a breach of the applicable security protocols, as set out in the Construction Period Security Program, Site Specific Security Plan, Operating Period Security Plan or Appendix 29A [*Valley Line LRT Security Operations Plan*], as applicable.
- 1.908 **Security Sensitive Work** means:
- (a) operation of a Train in Passenger Service; or
  - (b) any part of the Services that requires or permits a Project Co Person to:
    - (i) access, observe or handle any Surveillance System data; or
    - (ii) have direct contact, or communicate directly, with any member of the public.
- 1.909 **Security Trustee** means Computershare Trust Company of Canada in its capacity as security trustee for and on behalf of the Senior Lenders.
- 1.910 \*, Redaction under review, Subject to dept review

1.911 **Senior Financing Agreements** means:

- (a) the Common Terms and Intercreditor Agreement made as of Financial Close among, inter alia, Project Co, the Senior Lenders, the Administrative Agent, the Indenture Trustee and the Security Trustee;
- (b) the Credit Agreement made as of Financial Close between Project Co, the arrangers described therein, the Administrative Agent and the Senior Lenders;
- (c) the Hedge Documents (meaning, with respect to each Hedge Provider, the ISDA Master Agreement (together with the Schedule thereto) entered into between such Hedge Provider and Project Co and each transaction, including each related confirmation entered into (and as defined) thereunder;
- (d) the Trust Indenture made as of Financial Close between Project Co, as issuer, and the Indenture Trustee, as trustee;
- (e) the Bonds issued under, and as defined in, the Trust Indenture; and
- (f) the Security and other Common Terms Finance Documents, each as defined in and delivered pursuant to the Common Terms and Intercreditor Agreement,

pursuant to which the Senior Debt Financing is provided, as each of the foregoing may be amended from time to time.

1.912 **Senior Lenders** means the Finance Parties as defined in that certain Common Terms and Intercreditor Agreement made effective as of Financial Close.

1.913 **Sensitive Areas** has the meaning given in Section 1.2(1) [*Environmental Management Mandate*] of Schedule 10 [*Environmental Performance Requirements*].

1.914 **Sensitive Information** has the meaning given in Section 19.5 [*Public Disclosure of Agreement*] of the Agreement.

1.915 **Sequential Excavation Methods** has the meaning given in the FHWA Technical Manual for the Design and Construction of Highway Tunnels – Civil Elements.

1.916 **Service Brake** means the maximum braking effort employed to stop a Light Rail Vehicle in a non-emergency situation and in accordance with EN 13452.

1.917 **Service Brake Distance** means the distance required to bring an LRV to a full stop when travelling at the Maximum Operating Speed, for the Service Brake deceleration rating of the LRV under AW4 loading.

- 1.918 **Service Commencement** means that all of the conditions precedent to Service Commencement specified in Section 14.3 [*Conditions Precedent to Service Commencement*] of Schedule 4 [*Design and Construction Protocols*], that have not been waived by the City, have been achieved, as certified by the Independent Certifier.
- 1.919 **Service Commencement Date** means the date when all the conditions precedent to Service Commencement that have not been waived by the City have been satisfied, as certified by the Independent Certifier in accordance with Section 14.7 [*Certification of Service Commencement*] of Schedule 4 [*Design and Construction Protocols*].
- 1.920 **Service Commencement Deficiencies** has the meaning given in Section 14.6(a) [*Deficiency List*] of Schedule 4 [*Design and Construction Protocols*].
- 1.921 **Service Commencement Deficiency Deadline** has the meaning given in Section 14.10 [*Correction of Service Commencement Deficiencies*] of Schedule 4 [*Design and Construction Protocols*].
- 1.922 **Service Commencement Deficiency Multiplier** has the meaning given in Section 16.2.2 [*Service Commencement Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.923 **Service Commencement Holdback Repayment** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.5.1 [*Service Commencement Holdback Repayment*] of Schedule 16 [*Payment Mechanism*].
- 1.924 **Service Commencement Payment** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.2.2 [*Service Commencement Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.925 **Service Commencement Payment Rate** has the meaning given in Section 16.2.3 [*Service Commencement Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.926 **Service Level** means a level of service and System Capacity specified in Appendix 7-D [*Service Level*] of Schedule 7 [*O&M Performance Requirements*], as adjusted from time to time by Small Permanent Changes.
- 1.927 **Service Level Payment** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with this Agreement, as calculated in Section 16.4.2.1 [*Service Level Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.928 **Service Life Prediction Report** means a report prepared in accordance with Section 4-5.12.1 [*Durability*] of Schedule 5 [*D&C Performance Requirements*].
- 1.929 **Service Payment:** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.4.2 [*Service Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.930 **Service Performance Measure** means each of the measures against which the performance of the System is assessed in accordance with Appendix 7-C [*Service Performance Measures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.931 **Service Proven** has the meaning as given in Section 7-1.3.1 A [*Vehicle General*] of Schedule 5 [*D&C Performance Requirements*].
- 1.932 **Service Provider** means TransEd O&M Partners General Partnership.

- 1.933 **Service Year** means:
- (a) the 12 month period beginning on the Service Commencement Date;
  - (b) each subsequent period of 12 months during the Term; and
  - (c) the period of less than 12 months from the end of the previous Service Year to the Termination Date.
- 1.934 **Serviceability Limit State** or **SLS** has the meaning given in CAN/CSA S6.
- 1.935 **Services** means Operations and Maintenance.
- 1.936 **Services Contract** means the agreement in respect of Services between Project Co and the Service Provider.
- 1.937 **Services Quality Management Plan** means the plan prepared by Project Co in accordance with Appendix 9E [*Services Quality Management Plan*] of Schedule 9 [*Quality Management*].
- 1.938 **Shared Use Path** or **SUP** means an off road facility primarily used by bicyclists and pedestrians, including pedestrians with disabilities, including those who use nonmotorized or motorized wheeled mobility devices.
- 1.939 **Shelter** means a fully enclosed refuge space meeting the requirements set out in Section 5-2.8.7 A [*Shelters*] of Schedule 5 [*D&C Performance Requirements*].
- 1.940 **Shop TPSS** means a Traction Power Substation used to provide Traction Power for the Shop Traction Power System.
- 1.941 **Shop Track** means Track that is inside any building within the Gerry Wright OMF.
- 1.942 **Shop Traction Power System** means the Traction Power System that is inside any building within the Gerry Wright OMF
- 1.943 **Shotcrete** means a mixture of cement, aggregate, admixtures, set accelerators and water projected at high velocity from a nozzle into place to produce a dense, homogeneous mass, applied directly to the substrate in one or more layers to form the shotcreted structure.
- 1.944 **Sighting Distance** has the meaning given in Section 6-1.3B [*Train Control System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.945 **Signal Timing Acceptance Certificate** means a certificate to be provided by the City once it has satisfied itself that the Traffic Controller to which the certificate applies has passed a contiguous 48 hour remote timing and burn-in test to be conducted by the City.
- 1.946 **Sir Winston Churchill Square** means the civic landmark bounded by 102 Avenue, 103 Avenue, 99 Street and 100 Street.
- 1.947 **Site** means, at any time and from time to time, a portion of the Lands:
- (a) on which Project Co is engaged in any Project Work;
  - (b) on which any Project Work activities have been commenced but not completed in their entirety; or



- (c) that is within an active construction footprint associated with the Project.
- 1.948 **Site Amendments** has the meaning given in Section 4.16 [*Surrender of Surplus City Lands*] of the Agreement.
- 1.949 **Site Specific Security Plan** has the meaning given in Section 1.5 [*Site Specific Security Plans*] of Schedule 29 [*Security Matters*].
- 1.950 **Small Permanent Changes** means an increase or decrease in Driver Trips or LRV Trips within a given Service Level in accordance with Section 5.5.3 [*Small Permanent Changes to Service Levels*] of Schedule 7 [*O&M Performance Requirements*].
- 1.951 **Soil Deformation Monitoring Points** or **SDMP** means the monitoring points described in Section 4-5.8 M2 [*Instrumentation and Monitoring*] of Schedule 5 [*D&C Performance Requirements*].
- 1.952 **Sound Transmission Class** or **STC** has the meaning given in ASTM E413 – Classification for Rating Sound Insulation.
- 1.953 **South Pavilion** means the existing building and adjacent canopies located along the south edge of Sir Winston Churchill Square.
- 1.954 **South River Pier** has the meaning given in Section 2-11.5.3C [*Piers*] of Schedule 5 [*D&C Performance Requirements*].
- 1.955 **South River Valley Elevated Guideway** has the meaning given in Section 1-1.2.3 A7 [*Additional Key Structures*] of Schedule 5 [*D&C Performance Requirements*].
- 1.956 **Southeast Edmonton Character Zone** means the Character Zone described in Section 2-3.6 [*Southeast Edmonton Character Zone*] of Schedule 5 [*D&C Performance Requirements*].
- 1.957 **Special Events** means a festival, civic, cultural, sporting or music events requiring additional or amended Passenger Service as described in Section 5.7 [*Special Events*] of Schedule 7 [*O&M Performance Requirements*] during the Operating Period.
- 1.958 **Special Events Payment** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with this Agreement, as calculated in Section 16.4.2.2 [*Special Events Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.959 **Special Medium Extracts** has the meaning given in Section 3.1(i) [*Priority of Agreements, Schedules and Proposal Extracts*] of Schedule 23 [*Extracts from Proposal*].
- 1.960 **Special Trackwork** means Trackwork components or fittings that are fabricated in whole, or in part, from regular rolled rail sections. The term Special Trackwork includes turnouts, crossovers, diamond crossing, restraining guard rail, expansion or sliding rail joints, and restraining devices required as part of the structural interface elements.
- 1.961 **Specified Existing Infrastructure** means:
- (a) the Existing Whitemud Drive Bridge;
  - (b) Sir Winston Churchill Square;
  - (c) the Existing Churchill Station;

- (d) the South Pavilion; and
  - (e) existing underground Pedways.
- 1.962 **Splash Zone Surface** means any surface which may be exposed to de-icing salts, including:
- (a) Roadway, SUP and sidewalk surfaces;
  - (b) any surface to which de-icing salts are applied;
  - (c) any surface within 6m horizontally of a surface to which de-icing salts are applied, unless such surface is at least 3m above the surface receiving de-icing salts;
  - (d) any Track supporting structure within 30m of the location at which the Track crosses a surface to which de-icing salts are applied; and
  - (e) any buried surfaces within 0.3m below a surface to which de-icing salts are applied.
- 1.963 **Standard Due Diligence** means the reasonable due diligence investigations and enquiries that would ordinarily be conducted by an experienced contractor entering into a contract for work similar to the Project Work taking into account the information in the Disclosed Data and any restrictions and limitations on the conduct of supplemental due diligence expressly set out in the RFP or necessarily arising from the terms and conditions of the RFP including the procurement timetable.
- 1.964 **Standard Operating Procedures** means the procedures by which the System shall be operated and the content specified in Section 6.4.2 [*Standard Operating Procedures*] of Schedule 7 [*O&M Performance Requirements*].
- 1.965 **Standing Referees** has the meaning given in Section 1.4(a)(i) [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.966 **Start-Up Period** means the period commencing on the Service Commencement Date and ending on the last day of the calendar month in which the 12 month anniversary of the Service Commencement Date occurs.
- 1.967 **Station** means a location where the Train will pick up or drop off Passengers on an Elevated Guideway, at which vertical circulation utilizing stairs, elevators and/or escalators is required to access the Platform.
- 1.968 **Stay Cable Corrosion Protection Report** has the meaning given in Section 4-1.8.6 H [*Stay Cable Corrosion Protection*] of Schedule 5 [*D&C Performance Requirements*].
- 1.969 **Stay Cable Inspection Manual** means the manual prepared by Project Co in accordance with Section 10.11.1.3 [*Tawatinâ Bridge Stay Cable Inspections*] of Schedule 7 [*O&M Performance Requirements*].
- 1.970 **Stop** means a location where the Train will pick up or drop off Passengers at-grade, where only ramps are required to access the Platform.
- 1.971 **Stop and Station Deficiencies** are those Deficiencies specified in Table 10.1 [*Stop and Station Deficiencies*] of Schedule 7 [*O&M Performance Requirements*].

- 1.972 **Stop PI Theme** means “Contemporary Park”, “Transitional/Traditional” or “Contemporary Urban” design theme, as defined through the City’s public involvement process and described in Section 2-10.2.1 C [*Design Context*] of Schedule 5 [*D&C Performance Requirements*].
- 1.973 **Stop Time** has the meaning given in Section 6-3.5 C1b [*Transit Signal Priority*] of Schedule 5 [*D&C Performance Requirements*].
- 1.974 **Stormwater Management** means the management of the quantity and quality of that portion of rain and snowmelt that does not soak into the ground or is intercepted by vegetation.
- 1.975 **Stormwater Management Facility** a surface storage facility that collects and treats site runoff from events up to the design flood event, for release at a controlled rate to the downstream sewer system.
- 1.976 **Stormwater Management System** means the combination of Major Drainage systems, Minor Drainage systems and associated infrastructure designed to provide Stormwater Management for the Lands and the Infrastructure.
- 1.977 **Stray Current** means any extraneous direct currents in the earth.
- 1.978 **Stray Current Baseline Survey** has the meaning given in Section 1-2.4.2 A1 [*Stray Current and Corrosion Potential Survey*] of Schedule 5 [*D&C Performance Requirements*].
- 1.979 **Stray Current Corrosion Control** means measures installed as part of the Traction Power System and trackwork to constrain Stray Current within specified levels.
- 1.980 **Stray Current Operational Survey** has the meaning given in Section 1-2.4.2 A2 [*Stray Current and Corrosion Potential Survey*] of Schedule 5 [*D&C Performance Requirements*].
- 1.981 **Stray Current Sub-Plan** means the plan described in Section 6.4.5.4 [*Stray Current and Corrosion Control Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.982 **Street Tree** means a Canopy Tree or a Columnar Tree planted in the landscape areas identified in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.983 **Structural Soil Cells** means underground structures that provide soil volumes with low levels of compaction under areas requiring a structurally loaded surface. Structural Soil Cells are used to provide adequate soil volumes that support healthy and vigorous tree growth in areas surrounded by hard surfaces. Structural Soil Cells are also used as a stormwater Low Impact Development approach that provides stormwater quality treatment and stormwater peak flow reductions.
- 1.984 **Structure** means a Building Structure or a Transportation Structure.
- 1.985 **Subcontract** means any contract entered into by a Project Contractor (except Project Contracts), or a Sub-contractor of a Project Contractor of any tier, with one or more Persons in connection with the carrying out of Project Co’s obligations under this Agreement, as amended or replaced from time to time.
- 1.986 **Subcontractor Work** has the meaning given in Section 3.4(b) [*Valuation of Change Directive Costs*] of Schedule 13 [*Changes*].

- 1.987 **Sub-contractors** or **Subcontractors** means any subcontractor of Project Co engaged by or through Project Co to perform any of the Project Work, including any of the Project Contractors, and any subcontractor of any other subcontractor at any tier.
- 1.988 **Submittal** has the meaning given in Section 1.1 [*Application*] of Schedule 2 [*Submittal Review Procedure*].
- 1.989 **Submittal Schedule** has the meaning given in Section 6.4.1(o) [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.990 **SUI Leader** means the Key Individual identified as the SUI Leader in Section 2.3(a) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Project Co pursuant to Section 2.3(b) [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.991 **Surplus Lands** means those City Lands which may no longer be required by Project Co after Service Commencement to perform the Services and which are removed by the City from the land licence described in Section 4.1 [*Access and Use*] pursuant to Section 4.16 [*Surrender of Surplus City Lands*].
- 1.992 **Surface Facility** means a surface mounted appurtance, including fences, walls, bus stop canopies, billboards and pavement.
- 1.993 **Surveillance Study** has the meaning given in Section 6-1.12.1 D [*General Surveillance Requirements and Coverage*] of Schedule 5 [*D&C Performance Requirements*].
- 1.994 **Surveillance System** has the meaning given in Section 6-1.12.1 A [*General Surveillance Requirements and Coverage*] of Schedule 5 [*D&C Performance Requirements*].
- 1.995 **Sustainable Urban Integration** or **SUI** means a focus on the mutually-supportive integration of the System into the urban context within which it exists.
- 1.996 **Switch Position Indicator** is a dwarf signal that provides an indication of the position and locked condition of the facing point Track switch in front of which it is positioned.
- 1.997 **System** means all of the Infrastructure, including the System Enhancements, but excluding the Early Handover Items.
- 1.998 **System Capacity** means the minimum number of Passengers, measured as PPHPD, that the System is able to move in a given direction, over a given period of time with a given Operating Headway.
- 1.999 **System Change and Operations Review Sub-committee** means the System Change and Operations Review Committee (SCORC) as defined in the *Handbook for Transit Safety and Security Certification*, published by the U.S. Department of Transportation, Federal Transit Administration.
- 1.1000 **System Enhancement** has the meaning given in Section 1.1(pp) [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1001 **System Quality Survey** means a survey meeting the requirements of Section 7.9.2 [*System Quality Surveys*] of Schedule 7 [*O&M Performance Requirements*].

- 1.1002 **System Ride Quality** has the meaning given in Section 1.1(c)(vii) *[Operations and Maintenance Responsibility]* of Schedule 7 *[O&M Performance Requirements]*.
- 1.1003 **System Safety Program** has the meaning given in Section 5.4.1 *[General]* of Schedule 4 Schedule 4 *[Design & Construction Protocols]*.
- 1.1004 **Systems Duct Bank** means a buried network of raceways along the LRT corridor for protection of signal, communication, electrical power and City Fibre cables.
- 1.1005 **Systems Integration Manager** means the Key Individual identified by such title in Section 2.3(a) *[Key Individuals]* of Schedule 26 *[Representatives and Key Individuals]*, or such replacement as may be designated by Project Co pursuant to Section 2.3(b) *[Key Individuals]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.1006 **Target Lane Closure Costs** means the sum, in Canadian dollars, as indicated in Table 2 *[Valued Items]* of Appendix 1 *[Payment and Payment Adjustment Inputs]* of Schedule 16 *[Payment Mechanism]*.
- 1.1007 **Target Number of Lane Closure Hours for Lane Closure Condition (i)** means the number of Lane Closure hours for Lane Closure Condition (i) as indicated in Table 2 *[Valued Items]* of Appendix 1 *[Payment and Payment Adjustment Inputs]* of Schedule 16 *[Payment Mechanism]*.
- 1.1008 **Target Service Commencement Date** means December 15, 2020, as adjusted in accordance with this Agreement.
- 1.1009 **Target Transit Impact Costs** means the target Transit Impact costs, as disclosed in Table 2 *[Valued Items]* of Appendix 1 *[Payment and Payment Adjustment Inputs]* of Schedule 16 *[Payment Mechanism]*.
- 1.1010 **Target Tree Compensation Value** means the total compensation value of trees within the City Lands, as disclosed in Table 2 *[Valued Items]* of Appendix 1 *[Payment and Payment Adjustment Inputs]* of Schedule 16 *[Payment Mechanism]*.
- 1.1011 **Tawatinâ Bridge** has the meaning given in Section 1-1.2.3 A3 *[Additional Key Structures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1012 **Tawatinâ Bridge Accessibility Threshold** has the value ascribed to it in Section 16.3.5 *[Tawatinâ Bridge SUP Accessibility Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.1013 **Tawatinâ Bridge SUP** means the SUP below the Elevated Guideway portion of the Tawatinâ Bridge.
- 1.1014 **Tawatinâ Bridge SUP Accessibility Adjustment** means the sum, in Canadian dollars, to be paid or deducted from payments by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.5 *[Tawatinâ Bridge SUP Accessibility Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.1015 **Tawatinâ Bridge SUP Accessibility Payment Credit** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.5 *[Tawatinâ Bridge SUP Accessibility Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.1016 **Tawatinâ Bridge SUP Accessibility Payment Deduction** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with this Agreement, as

calculated in Section 16.3.5 [*Tawatinâ Bridge SUP Accessibility Adjustment*] of Schedule 16 [*Payment Mechanism*].

- 1.1017 **Tawatinâ Bridge SUP Completion Certificate** has the meaning given in Section 13.1.6(a) [*Certificate of Completion of Tawatinâ Bridge SUP*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1018 **Tawatinâ Bridge SUP Deficiency Deadline** has the meaning given in Section 13.1.9 [*Correction of Tawatinâ Bridge SUP Deficiencies*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1019 **Taxes** means any and all taxes, levies, imposts, duties, fees, withholdings, assessments, deductions or whatsoever, imposed, assessed, levied or collected by any Governmental Authority, together with interest thereon and penalties with respect thereto, and includes all GST and HST except where stated to the contrary.
- 1.1020 **Technical Proposal** means the final technical proposal “VLS-2B” submitted by Project Co in response to the RFP.
- 1.1021 **Technical Referee** has the meaning given in Section 1.4 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.1022 **Technical Submission Date** means the VLS2 submission date as set out in the RFP.
- 1.1023 **Temperature Exceedance** has the meaning given in Section 13.1 [*Relief Event Defined*] of the Agreement.
- 1.1024 **Temporary Works** means works that are performed to serve a specific temporary function in the execution of the Project Work and in respect of which any resulting infrastructure is removed at such time when its temporary use is no longer required.
- 1.1025 **Term** means the period commencing on the Effective Date and ending on the date specified in Section 5.7 [*Term*] of this Agreement.
- 1.1026 **Termination by Project Co** means termination of this Agreement by Project Co under Section 17.3 [*Termination by Project Co*].
- 1.1027 **Termination Date** means the earlier of the Expiry Date and the date of earlier termination of this Agreement in accordance with its terms.
- 1.1028 **Termination Event** has the meaning given in Section 16.7 [*Termination Events*] of the Agreement.
- 1.1029 **Termination for Convenience** means termination of this Agreement by the City under Section 17.2(b) [*Termination by City*].
- 1.1030 **Termination Payment** means a payment under Section 18 [*Termination Payments*] of the Agreement.
- 1.1031 **Terminus Stop** means the 102 Street Stop or the Mill Woods Stop, as the context requires.
- 1.1032 **Test Procedures** has the meaning given in Section 10.8.2(a) [*Test Procedures*] of Schedule 4 [*Design and Construction Protocols*].

- 1.1033 **Test Report** has the meaning given in Section 10.8.3(a) [*Test Reports*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1034 **Third Party Input** has the meaning given in Section 2.2 [*Delivery of Change Estimate*] of Schedule 13 [*Changes*].
- 1.1035 **Threshold of Hearing Noise Criterion (N-1)** means the octave band sound pressure levels defined in Robinson, D.W. and Whittle, L.S., *The Loudness of Octave-Bands of Noise*. Acustica. Vol. 14 pp. 24-35, 1964.
- 1.1036 **Ticket Vending Machine** or **TVM** means a device for collecting fares and issuing tickets for use on the ETS Transit Network.
- 1.1037 **Time-Based Major Rehabilitation Payment** means the sum in Canadian dollars payable by the City to Project Co to offset the cost of Major Rehabilitation not covered by the LRV Based Major Rehabilitation Payment. The Time-Based Major Rehabilitation Payment will be calculated in accordance with Section 16.4.3.1 [*Time-Based Major Rehabilitation Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.1038 **Time-Based Major Rehabilitation Payment Index Factor** means the indexation factor for Time-Based Major Rehabilitation Payments determined in accordance with Appendix 2 [*Indexation Factors*] of Schedule 16 [*Payment Mechanism*].
- 1.1039 **Total Capital Cost Amount** is the amount, in Canadian nominal dollars, related to Project Co's capital cost up to the Target Service Commencement Date, as indicated in Table 1 [*Total Capital Cost*] of Appendix 1 [*Payment and Payment Adjustment Inputs*] to Schedule 16 [*Payment Mechanism*].
- 1.1040 **Total LRV Kilometres Thresholds for Rehabilitation Requirement** means the LRV kilometer amounts defined in Column A of Table 6b [*Real LRV Major Rehabilitation Payments*] of Appendix 1 [*Payments and Payment Adjustment Inputs*] of Schedule 16 [*Payment Mechanism*].
- 1.1041 **Track** means an assembly of rolled steel rails and fastenings supported by a structure over which the Light Rail Vehicles and On-track Vehicles operate.
- 1.1042 **Track Brake** means a form of electro-magnetic brake which increases the brake force from the electro-magnetic application of metal shoes directly onto the tracks.
- 1.1043 **Track Circuit** means a Vital electrical circuit which uses the rails as the conductors between transmitting and receiving devices, for the purpose of detecting a Track Occupancy between the specified limits bounded by the circuit.
- 1.1044 **Track Design Standards** has the meaning given in Section 3-1.1.1 A [*Reference Standards*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1045 **Track Occupancy** means when an On-track Vehicle is either stationary or in motion on a Mainline Track.
- 1.1046 **Track Optimization Study** has the meaning given in Section 3-1.1.2 [*Track Alignment*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1047 **Trackway** means a Track structure, including the Track, Track supporting systems, and Trackway drainage system.

- 1.1048 **Trackway Boulevard Landscape Area** means the landscape area between the Trackway edge and a Roadway as illustrated in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1049 **Traction Power** means the propulsion energy required to operate Trains.
- 1.1050 **Traction Power Cable** has the meaning given in Section 6-2.9A [*Traction Power Cabling*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1051 **Traction Power Distribution** means an element of the Traction Power System that distributes the Traction Power supply and delivers the LRV propulsion energy to Trains.
- 1.1052 **Traction Power Duct Bank** means a buried network of raceways along portions of the LRT Corridor for protection of Traction Power Distribution feeder and negative return cables.
- 1.1053 **Traction Power SCADA** or **Traction Power SCADA System** means a SCADA system to remotely monitor and control the Traction Power System including switching and isolation capabilities.
- 1.1054 **Traction Power Substation** or **TPSS** means a facility for performing power conversion by receiving primary electrical power from an electrical utility, transforming the power to a lower usable voltage, and converting it from AC to DC to supply energy to the Traction Power System.
- 1.1055 **Traction Power System** means an electrical network of Traction Power Substations and electrical distribution cabling and infrastructure to supply energy to a Train operating on the Track. The Traction Power System includes the Mainline Traction Power System, the Yard Traction Power System, the Shop Traction Power System and any Alternative Traction Power Distribution System.
- 1.1056 **Traction Propulsion System** means the system described in Section 7-1.17 [*Traction Propulsion System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1057 **Trade-Marks** means any registered or unregistered mark, trade-mark, service mark, distinguishing guise, logo, insignia, seal, design or symbol.
- 1.1058 **Traffic Control Device(s)** means any person, sign, signal, marking or device placed upon, over or adjacent to a Roadway by or at the direction of a Governmental Authority, for the purpose of regulating, warning, guiding or informing a Train operator, Roadway vehicle operator, bicyclist or pedestrian of an existing condition or hazard.
- 1.1059 **Traffic Controller** means a computerized control and coordination system for lighting traffic signals at signalized intersections.
- 1.1060 **Traffic Signal** means a Road Traffic Signal or an LRT Traffic Signal.
- 1.1061 **Traffic Signals As Built Report** means a specific collection of As Built information to be provided to the City upon completion each signalized intersection, the contents of which are given in Section 12.2.(i)(iii) [*Final Design and Construction Report*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1062 **Traffic Signal Equipment** has the meaning given in Section 6-3.3 [*Traffic Signal Equipment*] of Schedule 5 [*D&C Performance Requirements*].



- 1.1063 **Trail** means any SUP, granular pathway, stairway, or combination thereof, located within the NSRV.
- 1.1064 **Trail Closure** means the closure of any Trail.
- 1.1065 **Trail Closure Request** means a request to close a trail submitted using the form attached as Appendix 5-1C [*Trail Closure Request Form*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1066 **Trail User Accommodation** means an analysis of the Construction impacts to Trails, the alternatives/detours to be applied to maintain Trail continuity throughout the Construction Period, and the stakeholder notification procedures to be used to keep stakeholders aware of these Trail impacts and alternatives/detours.
- 1.1067 **Train** means one or more Light Rail Vehicles operating as a single unit.
- 1.1068 **Train Control System** or **TCS** means a Vital system for enforcement of train separation, in which the governing devices are activated by the movements of Trains into and out of specified limits of Track.
- 1.1069 **Train Routing and Priority System** or **TRPS** means an arrangement of special purpose Vital or non-Vital computing devices, logic controllers, Light Rail Vehicle on-board GPS receivers, wireless transceivers, transponders, display panels and/or control units; wayside transponders, loops, antennas, data radios, interrogators; and/or special purpose modules which comprise a system for initiating Transit Signal Priority sequences for execution by the traffic controller(s), and for initiating Train routing commands for conditional execution by the Train Control System.
- 1.1070 **Training Plan** has the meaning given in Section 11.1 [*Training Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1071 **Transfer Restriction Date** has the meaning given in Section 23.1(e)(i) [*Limitations on Assignment*] of the Agreement.
- 1.1072 **Transit Centre** means a location where multiple buses can stop simultaneously to allow transfer between routes.
- 1.1073 **Transit Impact Credit** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.2 of [*Transit Impact Adjustment*] Schedule 16 [*Payment Mechanism*].
- 1.1074 **Transit Impact Credit Multiplier** has the meaning given in Section 16.3.2 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1075 **Transit Impact Deduction** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with this Agreement, as calculated in Section 16.3.2 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1076 **Transit Impact Deduction Multiplier** has the meaning given in Section 16.3.2 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1077 **Transit Impact Road Segment** means any of the road segments defined in Section 16.3.2.2 [*Daily Transit Impact Rates for Transit Impact Road Segments*] of Schedule 16 [*Payment Mechanism*].

- 1.1078 **Transit Notification** means written notice provided to the City in accordance with Section 1-4.1D(d) [*Transportation Management Coordination*] of Schedule 5 [*D&C Performance Requirements*] regarding impacts to a Roadway identified as servicing one or more bus routes.
- 1.1079 **Transit Oriented Development** or **TOD** means a mixed-use residential and commercial area designed to maximize access to public transport, and often incorporates features to encourage transit ridership.
- 1.1080 **Transit Signal Priority** or **TSP** means techniques used to minimize Light Rail Vehicle delays at Grade Crossings through the optimized timing of Traffic Signals.
- 1.1081 **Transportation Accommodation** means the safe accommodation of vehicular, bicycle, pedestrian and other travel modes through or adjacent to an active work site.
- 1.1082 **Transportation Accommodation Plan** or **TAP** has the meaning given in Section 1-4.2.7 A [*Transportation Accommodation Plan*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1083 **Transportation Accommodation Request** or **TAR** has the meaning given in Section 1-4.2.6 A [*Transportation Accommodation Request*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1084 **Transportation Closure** means the closure of any vehicular, bicycle or pedestrian route.
- 1.1085 **Transportation Electrical Service Plan Process Form** or **TESP Process Form** has the meaning given in Section 6-4.2 [*TESP Process Form*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1086 **Transportation Management** means the coordination of safe and efficient routes for all transportation modes, including vehicles, bicycles and pedestrians, through or around work sites.
- 1.1087 **Transportation Management Plan** has the meaning given in Section 1-4.4 A [*Transportation Management Plan*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1088 **Transportation Structure** means any structure forming part of the Infrastructure, other than a Building Structure or an Other Structure. For clarity, Transportation Structure includes:
- (a) Elevated Guideways;
  - (b) bridges, excluding pedestrian bridges with a span less than 10m;
  - (c) retaining structures with a maximum height over 1.2m;
  - (d) Track slabs;
  - (e) Trackway supporting structures;
  - (f) Cut and Cover Tunnels;
  - (g) the Mined Tunnel;
  - (h) tunnel approaches;
  - (i) Noise Attenuation Walls;
  - (j) pole bases;

- (k) culverts over 1.5m in diameter;
  - (l) slope stabilization measures; and
  - (m) Utility protection structures.
- 1.1089 **Transportation Structure Condition Requirements** means the conditions requirements set out in Section 10.11.3 [*Transportation Structure Condition Requirements*] of Schedule 7 [*O&M Performance Requirements*].
- 1.1090 **Transportation Structures Lead Engineer** has the meaning given in Section 4-1.2A [*Transportation Structures Design Oversight*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1091 **Travel Time** means the difference between the time of departure at the originating Terminus Stop and the time of arrival at the destination Terminus Stop, measured from LRV door locking to LRV door unlocking.
- 1.1092 **Tree Compensation Payment Credit** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.4 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1093 **Tree Compensation Payment Credit Rate** has the meaning given in Section 16.3.4 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1094 **Tree Compensation Payment Deduction** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with this Agreement, as calculated in Section 16.3.4 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1095 **Tree Compensation Payment Deduction Rate:** has the meaning given in Section 16.3.4 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1096 **Tree Compensation Value** means the compensation value of a tree within the City Lands, as disclosed in the Tree Valuation Inventory.
- 1.1097 **Tree Identification Number** means the identification number assigned to a tree located within the City Lands and as set out in the Tree Valuation Inventory.
- 1.1098 **Tree Management Log** means a detailed log produced and maintained by Project Co regarding practices and incidents related to existing Protected Trees. The Tree Management Log shall document all tree protection, root management, branch management measures and procedures for trees damaged during Construction as identified in Section 2-14.13 [*Tree Retention, Relocation, Removal and Protection*], Section 2-14.13.3 [*Tree Protection in Critical Root Zones*], Section 2-14.13.4 [*Root Management Procedures*], Section 2-14.13.5 [*Branch Management Procedures*] and Section 2-14.13.6 [*Procedures for Trees Damaged During Construction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1099 **Tree Removal Adjustment** means the sum, in Canadian dollars, to be paid or deducted from payments by the City to Project Co in accordance with this Agreement, as calculated in Section 16.3.4 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1100 **Tree Retention, Relocation, Removal, and Protection Plan** or **TRRRP Plan** means a plan developed by Project Co regarding existing trees and Forested Areas within the Lands in accordance with Section 2-14.13B [*Tree Retention, Relocation, Removal and Protection*] of Schedule 5 [*D&C Performance Requirements*].

- 1.1101 **Tree Risk Assessment** means a systematic process to identify, analyse and evaluate a tree's structural integrity and other factors that affect the level of risk to people or property and to provide information for mitigating the risk in accordance with ANSI A300 – Part 9: Tree Risk Assessment a. Tree Structure Assessment.
- 1.1102 **Tree Valuation Inventory** means the tree valuation inventory included in the Disclosed Data of existing trees within the Lands as set out in Section 2-14.13 [*Tree Retention, Relocation, Removal and Protection*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1103 **Trip** means the movement of a Train, in Passenger Service along the Mainline Track in one direction, departing from the Origin Stop and arriving at the Destination Stop.
- 1.1104 **Tunnel Approach** means the 102 Avenue Tunnel Approach or the North River Bank Tunnel Approach.
- 1.1105 **Tunnel Boring Machine** or **TBM** means a machine used to excavate tunnels with a circular cross section through a variety of soil and rock strata.
- 1.1106 **Tunnel Ventilation SCADA** means a SCADA system to remotely monitor and control the tunnel ventilation system.
- 1.1107 **Type “F”** has the meaning given in CSA A3001.
- 1.1108 **Type GU** has the meaning given in CSA A3001.
- 1.1109 **Type HS** has the meaning given in CSA A3001.
- 1.1110 **ULA Process** has the meaning given in Section 1.2 [*Definitions*] of Schedule 28 [*Project Approvals and URP Matters*] Part B [*Utility, Railway and Pipeline Matters*].
- 1.1111 **Ultimate Limit State** or **ULS** has the meaning given in CAN/CSA S6.
- 1.1112 **Ultimate Parent** means, in respect of a Partner, the highest tier Person that directly or indirectly wholly owns or controls such Partner.
- 1.1113 **Unavailable to Bridge Users** means the period from the first date that the Existing Cloverdale Footbridge is closed, in whole or in part, to pedestrian or bicycle traffic, to the date on which the Independent Certifier certifies Completion of the Tawatinâ Bridge SUP in accordance with Section 13.1 [*Tawatinâ Bridge SUP Completion*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1114 **Unavailable to NSRV Segment Users** means when the Commencement of Disruptive Activities on an NSRV Segment has occurred, up to the End of Active Reclamation for that NSRV Segment.
- 1.1115 **Under-run Protection** means a device located under the front of the Light Rail Vehicle to minimize the likelihood of a pedestrian or object passing under the Light Rail Vehicle's wheels.
- 1.1116 **Universal Transverse Mercator** or **UTM** is a 2-dimensional coordinate system to give locations on the surface of the Earth.
- 1.1117 **Urban** means a Stop Canopy type as set out in Section 2-10.2.3 [*Canopies*] of Schedule 5 [*D&C Performance Requirements*].

- 1.1118 **Urgent Communications** means communications activities in respect of any situation, event, occurrence or circumstance that are not Crisis Communications, but at the discretion of the City, have the potential to adversely negatively affect the reputation of the City or the Project.
- 1.1119 **URP Best Practices** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1120 **URP Company** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1121 **URP Contacts** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1122 **URP Coordination Plan** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1123 **URP Infrastructure** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1124 **URP Interface Protocols** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1125 **URP Report** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1126 **URP Services** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1127 **URP Technical Standards** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1128 **URP Work** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1129 **URP Work Relief Event** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1130 **Utility** means electric power, communication, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, fire or police signal systems, and other similar systems and includes utility facilities which are owned or leased by the City for its own use, or otherwise dedicated solely to City use.
- 1.1131 **Utility Agreements** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1132 **Utility Company** has the meaning given in Section 1.2 *[Definitions]* of Schedule 28 *[Project Approvals and URP Matters]* Part B *[Utility, Railway and Pipeline Matters]*.
- 1.1133 **Utility Complex** means one or more associated Building Structures which collectively house any combination of the following: signals, communications equipment, AC electrical distribution equipment, fixed mounted engine generators or TPSS, in secure, climate controlled, walk-in compartments or rooms.

- 1.1134 **Utility Conflicts** has the meaning given in Section 1.2 [Definitions] of Schedule 28 [Project Approvals and URP Matters] Part B [Utility, Railway and Pipeline Matters].
- 1.1135 **Utility Infrastructure** has the meaning given in Section 1.2 [Definitions] of Schedule 28 [Project Approvals and URP Matters] Part B [Utility, Railway and Pipeline Matters].
- 1.1136 **Utility Monitoring Points** or **UMP** means the monitoring points described in Section 4-5.8 M4 [Instrumentation and Monitoring] of Schedule 5 [D&C Performance Requirements].
- 1.1137 **Utility Work** has the meaning given in Section 1.2 [Definitions] of Schedule 28 [Project Approvals and URP Matters] Part B [Utility, Railway and Pipeline Matters].
- 1.1138 **Utility Zone of Influence** means a clear zone, based on data compiled during development of the Preliminary Reference Design, in which all non-LRT Utility Infrastructure shall be relocated away from, and having dimensions of 4m horizontally from any Preliminary Reference Design track centerline and 1.83m vertically below top of rail.
- 1.1139 **Validator** means a device, located in close proximity to a Ticket Vending Machine, for stamping the validation time on fare tickets which have been purchased in advance of their intended usage.
- 1.1140 **Valley Line Stage 2** means the portion of the Valley Line from Downtown to Lewis Farms in West Edmonton, that is still in the planning stages.
- 1.1141 **Value of Service Commencement Deficiencies** means the sum, in Canadian dollars, of Service Commencement Deficiencies, as defined in Section 14.6(a) [Deficiency List] of Schedule 4 [Design and Construction Protocols].
- 1.1142 **Variable Message Sign** or **VMS** means a sign meeting the requirements set out in Section 6-1.21.2 [Variable Message Signs] of Schedule 5 [D&C Performance Requirements].
- 1.1143 **Vegetation Handback** means that the obligations and liabilities of Project Co under this Agreement with respect to vegetation maintenance, pest management and fencing have ceased pursuant to Section 1.19(10) [Completion and Handback of Landscaping, Native Forest Restoration and Naturalization] of Schedule 10 [Environmental Performance Requirements].
- 1.1144 **Vegetation Handback Adjustment** means the sum, in Canadian dollars, determined in accordance with Section 16.5.5 [Vegetation Handback Adjustment] of Schedule 16 [Payment Mechanism].
- 1.1145 **Vegetation Handback Date** means the first July 31 immediately following the second anniversary of the Service Commencement Date, subject to adjustment under Section 12 [Force Majeure] and Section 13 [Relief Events] of the Agreement, and subject to extension under Section 1.19(10) [Completion and Handback of Landscaping, Native Forest Restoration and Naturalization] of Schedule 10 [Environmental Performance Requirements].
- 1.1146 **Vegetation Handback Requirements** has the meaning given in Section 1.19(6) [Completion and Handback of Landscaping, Native Forest Restoration and Naturalization] of Schedule 10 [Environmental Performance Requirements].
- 1.1147 **Vibration Control Sub-Plan** means the plan described in Section 6.4.5.6 [Vibration Control Sub-Plan] of Schedule 4 [Design and Construction Protocols].
- 1.1148 **Visual Delineator** has the meaning given in Section 2-4.5.3 C1 [Safety Barriers] in Schedule 5 [D&C Performance Requirements].

- 1.1149 **Vital** means safety-critical whereby every identified hazard of the device or system which can lead directly to a mishap (accident) shall be mitigated by forcing the device or system to assume its most restrictive state.
- 1.1150 **Vital Controller** or **VC** means a Vital microprocessor based system for controlling switches or signal appliances.
- 1.1151 **Voice Over IP** or **VoIP** means a methodology for the digital delivery of voice communications over Internet Protocol (IP) networks.
- 1.1152 **Warranty Period** has the meaning given in Section 2(a) [*Warranty*] of Appendix 7-B [*Early Handover Items*] to Schedule 7 [*O&M Performance Requirements*].
- 1.1153 **Water Act Notification Submission** means a submission in writing to the AEP Director as required by the *Water Act Code of Practice for Watercourse Crossings*.
- 1.1154 **Wayside Equipment** means permanently affixed electrical equipment, which is situated within the LRT Corridor.
- 1.1155 **Wayside Equipment Enclosure** means a Structure, other than a Utility Complex, enclosing any Wayside Equipment.
- 1.1156 **Wet Method of Shotcrete** means a method in which a mixture of cement and aggregate is weigh-batched and mixed with water at a concrete batching equipment or in mixer trucks prior to being pumped through a pipeline to a nozzle where air and set accelerators, if necessary, are introduced to the mix which is projected without interruption into place.
- 1.1157 **Wheel Counter** means an automatic arrangement for detecting and counting the axels of On-track Vehicles by detecting the presence or passage of a steel wheel at a fixed position along the rail head.
- 1.1158 **Wheel Slide Protection** means a system to optimize braking performance and provide protection against wheel damage during poor wheel/rain adhesion conditions.
- 1.1159 **Whitemud Drive LRT Bridge** has the meaning given in Section 1-1.2.3 A11 [*Additional Key Structures*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1160 **Whitemud Drive Pedestrian Bridge** has the meaning given in Section 1-1.2.3 A13 [*Additional Key Structures*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1161 **Wildlife Underpass Structure** means a Transportation Structure that is intended to safely carry animals underneath Roadways and Trackways.
- 1.1162 **Winter Maintenance Strategy** has the meaning given in Section 9.5(a) [*Winter Maintenance*] of Schedule 7 [*O&M Performance Requirements*].
- 1.1163 **Witness Point** means a step in the Design or Construction which is designated as a “Witness Point” in the applicable Inspection and Test Plan.
- 1.1164 **Work Component Audit** has the meaning given in Section 7.2.1 [*City Audits*] of Schedule 9 [*Quality Management*].
- 1.1165 **Work Package** has the meaning given in Section 2.1(b) [*General*] of Schedule 4 [*Design and Construction Protocols*].

- 1.1166 **World Walk** means a designated Trail within Louise McKinney Riverfront Park, and identified as such on the River Valley Landscape Drawings.
- 1.1167 **Yard Track** means Track within the Gerry Wright OMF Site, excluding any Shop Track.
- 1.1168 **Yard Track TPSS** means a Traction Power Substation used to provide Traction Power for the Yard Traction Power System.
- 1.1169 **Yard Track Traction Power System** means a Traction Power System within the Gerry Wright OMF Site external of any buildings.
- 1.1170 **Zone of Influence** has the meaning given in Section 4-5.7.1 A [*General Requirements*] Schedule 5 [*D&C Requirements*].



## 2. Interpretation

- (a) Waiver of Contra Proferentum The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same, or against the party benefiting from such terms or provisions.
- (b) Headings The tables of contents, headings, marginal notes and references to them in the Agreement are for convenience of reference only, shall not constitute a part of the Agreement, and shall not be taken into consideration in the interpretation of, or affect the meaning of, the Agreement.
- (c) Schedules an Integral Part The Schedules to the Agreement are an integral part of the Agreement and a reference to the Agreement includes a reference to the Schedules.
- (d) Schedule References All references in the Agreement to a Schedule shall be to a Schedule of the Agreement.
- (e) Cross References
- (i) Except where the context requires otherwise (irrespective of whether some, but not all, references in a Schedule specifically refer to that Schedule or to other portions of the Agreement) references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Agreement are references to such Sections, Clauses, Paragraphs, or Subparagraphs of, Schedules to, or divisions of the Agreement and the terms Section and Clause are used interchangeably and are synonymous.
  - (ii) Except where the context requires otherwise, references to specific Sections, Clauses, Paragraphs, Subparagraphs, Schedules, and other divisions of the Agreement followed by a number are references to the whole of the Section, Clause, Paragraph, Subparagraphs, Schedule or other division of the Agreement as applicable, bearing that number, including all subsidiary provisions containing that same number as a prefix.
- (f) Defined Terms All capitalized terms used in this Agreement shall have the meanings given to such terms in this Schedule 1 [*Definitions and Interpretation*] and Schedule 8 [*Intellectual Property*], unless stated otherwise in a particular Schedule in which case such definition shall have the meaning given to it in that Schedule solely for the purposes of that Schedule.
- (g) Direction to Project Co The language of the Project Requirements and other documents comprising the Agreement is in many cases written in the imperative for brevity. Clauses containing instructions, directions or obligations are directed to Project Co and shall be construed and interpreted as if the words Project Co shall immediately preceded the instructions, directions or obligations.
- (h) Reference to Person or Parties Words importing persons or parties are to be broadly interpreted and include an individual, corporation, limited liability company, joint stock company, firm, partnership, joint venture, trust, unincorporated organization, Governmental Authority, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity. Any reference to a Partner or Partners shall be interpreted in accordance with Section 23.13 [*Interpretation*] of this Agreement.

- (i) Gender and Number Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neuter genders include all other genders.
- (j) Accounting Terms Unless otherwise provided in the Agreement, all accounting and financial terms used in the Agreement shall be interpreted and applied in accordance with Canadian GAAP.
- (k) References to Documents References to any standard, principle, agreement or document include (subject to all relevant approvals and any other provisions of the Agreement concerning amendments) a reference to that standard, principle, agreement or document as amended, supplemented, restated, substituted, replaced, novated or assigned.
- (l) References to Applicable Law References to any Applicable Law, including any statutes or other Applicable Law specifically referred to herein, whether or not amendments or successors to such Applicable Law are referred to herein, are to be construed as references to that Applicable Law as from time to time amended or to any Applicable Law covering the same or similar subject matter from time to time replacing, extending, consolidating or amending the same.
- (m) Reference to Statutes References to a statute shall include all regulations, by-laws, ordinances and orders made under or pursuant to the statute.
- (n) Successors and Assigns References to persons shall include their successors and assigns.
- (o) Reference to Public Organizations References to a public organization shall include their successors and assigns, and if a public organization ceases to exist or ceases to perform its functions without a successor or assign, references to such public organization shall be deemed to include a reference to any public organization or any organization or entity which has taken over either or both the functions and responsibilities of such public organization.
- (p) Reference to Office of a Governmental Body Each reference to a minister, ministry, office, branch, agency, board, commission or similar body of any Governmental Authority shall be deemed to be a reference to any successor or replacement in function of such minister, ministry, office, branch, agency, board, commission or similar body.
- (q) Reference to Corporate Entity Any reference to a corporate or other legal entity includes and is also a reference to any entity that is a successor to such entity.
- (r) Reference to Statutory or Public Duties or Functions References to statutory or public duties or functions are references to such duties or functions (including powers and discretions) from time to time and include any common law duties and functions (including powers and discretions).
- (s) Reference to Right or Duty of a Governmental Authority A reference in the Agreement or in any Project Contract to any right, power, obligation or responsibility of any Governmental Authority shall be deemed to be a reference to the Governmental Authority that, pursuant to Applicable Laws has such right, power, obligation or responsibility at the relevant time.
- (t) Reference to Deliberate or Negligent Acts or Omission References to a deliberate act or omission or deliberate or negligent act or omission of any City Person shall be construed having regard to the interactive nature of the activities of the City Persons and Project Co and further having regard to:
  - (i) acts contemplated by the Project Requirements;

- (ii) acts or omissions in the ordinary course of the governmental activities of the City and expressly or reasonably inferred from the Project Requirements to be taken into account by Project Co in the performance of the Project Work; or
  - (iii) acts otherwise provided for in the Agreement.
- (u) Natural Meaning The words in the Agreement shall bear their natural meaning.
- (v) Separate Obligations Each of Project Co's and the City's respective obligations shall be construed as separate obligations owed to the other.
- (w) Words of Inclusion References containing terms such as:
- (i) hereof, herein, hereto, hereinafter, and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to the Agreement taken as a whole; and
  - (ii) includes and including, whether or not used with the words without limitation or but not limited to, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean includes without limitation and including without limitation.
- (x) Ejusdem Generis In construing the Agreement, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach apply to the construction of the Agreement and, accordingly, general words introduced or followed by the word other or including or such as or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (y) Performance to Standards Any requirement for anything or action to be "in accordance with", "in conformity with" or "in compliance with" any standard, code, criteria, specification or other requirement or stipulation, and any requirement expressed using words or phrases of similar import, means that such thing or action is to exceed or at least equal that standard, code, criteria, specification or other requirement or stipulation.
- (z) When Obligations are to be Performed
- (i) Where the Agreement states that an obligation shall be performed no later than or within or by a stipulated date or event which is a prescribed number of days after a stipulated date or event the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
  - (ii) Where the Agreement states that an obligation shall be performed no later than or by a prescribed number of days before a stipulated date or event or by a date which is a prescribed number of days before a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or if that day is not a Business Day, 5:00 p.m. on the next Business Day.
  - (iii) Where the Agreement states that an obligation shall be performed on a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.

- (aa) Time
- (i) Any reference to time of day or date means the local time or date in Edmonton, Alberta.
  - (ii) Unless otherwise indicated, time periods will be strictly construed.
- (bb) Performance of Obligations Unless otherwise specified in this Agreement, the Parties shall each perform all of their obligations under this Agreement taking, in good faith and with due diligence, all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account each Party's obligations hereunder to mitigate delays and additional costs to the other Party, and in any event taking no less steps and efforts than those that would be taken by a commercially reasonable and prudent Person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that Person's own benefit, provided that the foregoing will not require the City to:
- (i) take any action which is contrary to the public interest, as determined by the City in its discretion; or
  - (ii) undertake any mitigation measure that might be available arising out of its status as a public body that would not normally be available to a private commercial party.
- (cc) Mandatory Provisions Whenever the terms will or shall are used in the Agreement in relation to Project Co or the City they shall be construed and interpreted as synonymous and to read Project Co shall or the City shall as the case may be.
- (dd) Costs Without limiting Schedule 16 [*Payment Mechanism*], whenever this Agreement obliges the City to pay any amount to Project Co in respect of any costs, expenses, fees, charges, liabilities, losses, claims or other sums incurred by Project Co:
- (i) such obligation shall be construed as applying only to so much of such sums as have been properly incurred on an arm's length commercial basis or, where not incurred on an arm's length commercial basis (including when the payment is made to an Affiliate of Project Co), so much of them as are proper and reasonable; and
  - (ii) Project Co shall, when requested by the City, provide reasonable supporting evidence of such costs, expenses, fees, charges, liabilities, losses, claims or other sums and of the actions taken by Project Co to mitigate the same.
- (ee) Currency Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- (ff) Unit of Measurement Unless otherwise identified in the Agreement, all units of measurement in any documents submitted by Project Co to the City shall be in accordance with the SI system of units.
- (gg) Technical Terms Terms not defined herein and used in the Agreement which have a technical meaning commonly understood by the public light rail transit sector, as applicable, in Alberta will be construed as having that meaning unless the context otherwise requires.
- (hh) Indexed Amounts Save where expressly stated otherwise, references to amounts or sums expressed to be indexed or index linked are references to amounts or sums which require adjustment during the Operating Period to reflect the effects of inflation. Such adjustment shall be calculated in accordance with the formula set out in Appendix 2 [*Indexation Factors*] of Schedule

16 [*Payment Mechanism*] in respect of the Operating Period Payment Index Factor. For clarity, amounts or sums expressed to be indexed or index linked are not to be adjusted during the Construction Period to account for inflation.

- (ii) Inferable The terms properly inferable, readily apparent and readily discoverable as used in this Agreement, in respect of the Project Work, shall be interpreted by taking into consideration Project Co's and any Project Co Persons' experience and the investigations, inspections and examinations of the Disclosed Data and in respect of the City Lands carried out by Project Co or by any Project Co Person during the RFP process or other due diligence; and by taking into consideration reasonable, normal course and industry standard investigations, inspections or other due diligence; in each case in accordance with Good Industry Practice.
- (jj) Knowledge of City The City shall not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of the City's Representative or within the actual knowledge of those of the City's employees and agents who have responsibilities in connection with the conduct of the Project or the Project Work.
- (kk) Knowledge of Project Co Without limiting the extent of its actual knowledge, Project Co shall for all purposes of this Agreement be deemed to have such knowledge in respect of the Project and the Project Work as is held (or ought reasonably to be held) by all persons involved in carrying out the Project and the Project Work, including Project Co, any Project Contractors or Subcontractors and any other persons for whom Project Co is in law responsible, and any Proponent Team Member of the Preferred Proponent (as such terms are defined in the RFP).
- (ll) Decision of the City or the City's Representative Where in this Agreement the City, City's Representative or any City Person is entitled to make a decision or determination or to grant or withhold any consent, approval or acceptance or to exercise any judgement (in this Section, any such decision, determination, grant, withholding or exercise is referred to as a "**City Decision**"), in its "discretion", it shall mean that the City, City's Representative or applicable City Person, as the case may be, shall be entitled to make the relevant City Decision in its sole, absolute, unfettered and subjective discretion, with no requirement to act reasonably or provide reasons.
- (mm) Severability Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties shall promptly endeavour in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.
- (nn) No Derogation from Laws No provision of this Agreement is intended to derogate from or be inconsistent with or in conflict with any Applicable Laws and no provision of this Agreement shall be interpreted in a manner as to result in any such derogation, inconsistency or conflict and, if any such provision is found by a court of competent jurisdiction to be inconsistent with or in conflict with any Applicable Laws, the Applicable Laws shall prevail and such provision shall be read down or rendered inoperative (either generally or in such particular situation, as appropriate), to the extent of such conflict or inconsistency, as the case may be and, if any such provision is found by a court of competent jurisdiction to derogate from any Laws, then such provision shall be read down or rendered inoperative (either generally or in such particular situation, as appropriate) to the extent of the derogation.
- (oo) Interpretation This Agreement is subject to the interpretation provisions included in Schedule 23 [*Extracts from Proposal*].

- (pp) Entire Agreement This Agreement is the entire agreement between the Parties regarding the subject matter of this Agreement, and supersedes any previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments regarding the subject matter of this Agreement except as expressed in this Agreement.
- (qq) No Agency etc. This Agreement is not intended to and does not constitute either Party as the agent of the other for any purpose, or otherwise create any relationship of agency; constitute or create any joint venture; constitute or create any partnership; constitute the relationship of landlord and tenant; or constitute the relationship of lender and borrower; and neither Party shall allege or assert for any purpose that this Agreement constitutes or creates a relationship of agency, joint venture, partnership, landlord and tenant, or lender and borrower.
- (rr) Liquidated Damages Where any provision of this Agreement specifies or otherwise indicates an amount as liquidated damages, both the City and Project Co agree that such amount represents their genuine mutual pre-estimate of the particular damages arising from the particular event.

## **Appendix 1A Technical Acronyms**

In the Agreement the following technical acronyms shall have the following meanings, unless the context otherwise requires:

**ALA** – Alberta Association of Landscape Architects

**AAMA** – American Architectural Manufacturers Association

**ABC** – Alberta Building Code

**AC** – Alternating Current

**ACI** – American Concrete Institute

**ACIMS** – Alberta Conservation Information Management System

**ACP** – Asphalt Concrete Pavement

**ACSA** – Alberta Construction Safety Association

**ADA** – Americans with Disabilities Act

**ADRIA** – ADR Institute of Alberta

**AEP** – Alberta Environment and Parks

**AESS** – Architecturally Exposed Structural Steel

**AFC** – Alberta Fire Code

**AIC** – Amps Interrupting Capacity

**ANSI** – American National Standards Institute

**APEGA** – Association of Professional Engineers and Geoscientists of Alberta

**APTA** – American Public Transportation Association

**ARCA** – Alberta Roofing Contractors Association

**AREMA** – American Railway Engineering and Right-of-Way Maintenance Association

**ARV** – Air Release Valve

**ASHRAE** – American Society of Heating, Refrigerating and Air Conditioning Engineers

**ASPE** – American Society of Plumbing Engineers

**ASTM** – American Society of Testing Materials

**ATS** – Automatic Transfer Switch

**AWS** – American Welding Society

**BIM** – Alberta Infrastructure’s Bridge Inspection and Maintenance (BIM) System

**CaGBC** – Canadian Green Building Council

**CALA** - Canadian Association for Laboratory Accreditation

**CAN** – National Standards of Canada

**CAPWAP** – Case Pile Wave Analysis Program

**CCIL** – Canadian Council of Independent Laboratories

**CCTV** – Closed Circuit Television

**CEC** – Canadian Electrical Code

**CFEM** – Canadian Foundation Engineering Manual

**CGSB** – Canadian General Standards Board

**CIH** – Certified Industrial Hygienist

**CISC** – Canadian Institute of Steel Construction

**CNLA** – Canadian Nursery Landscape Association

**CNR** – Canadian National Railway

**COR** – Certificate of Recognition

**COTS** – Commercial Off the Shelf

**CPCI** – Canadian Precast/Prestressed Concrete Institute

**CPR** – Canadian Pacific Railway

**CPTED** – Crime Prevention through Environmental Design

**CRR** – Corrosion Resistant Reinforcing Steel

**CRSP** – Canadian Registered Safety Professional

**CSA** – Canadian Standards Association

**CSDMA** – Canadian Steel Doors Manufacturers Association

**CSSBI** – Canadian Sheet Steel Building Institute

**CSV** – Comma Separated Values Format

**CTI** – Ceramic Tile Institute



**CWG** – Communications Working Group

**dB** – Decibel

**dba** – A-weighted decibel level

**DC** – Direct Current

**DCOF** – Dynamic Coefficient of Friction

**DFO** – Department of Fisheries and Oceans Canada

**DHCP** – Dynamic Host Configuration Protocol

**DLA** – Dynamic Load Allowance

**DMS** – Data Management System

**DSL** – Design Service Life

**EAC** – Erosion and Settlement Control

**EAS** – Emergency Alarm Station

**ECUC** – Alberta Electrical Communications Utility Code

**EDACS** – Enhanced Digital Access Communication System

**EGFP** – Equipment Ground Fault Protection

**EIFS** – Exterior Insulation Finishing System

**EMC** – Electromagnetic Compatibility

**EMI** – Electromagnetic Interference

**EMS** – Environmental Management System

**EMT** – Electrical Metallic Tubing

**ETS** – Edmonton Transit System

**EW** – Hydrostatic Loads

**FDC** – Fire Department Connection

**FDF** – Fibre Distribution Frame

**FHV** – Fire Hydrant Valve

**FLS** – Fatigue Limit State

**FMEA** – Failure Mode and Effects Analysis

**FOIP** – *Freedom of Information and Protection of Privacy Act* (Alberta)

**GFI** – Ground Fault Indicating

**GFRP** – Glass Fibre Reinforced Polymers

**HDPE** – High-Density Polyethylene

**HDMI** – High-Definition Multimedia Interface

**HMI** – Human Machine Interface

**HPC** – High Performance Concrete

**HSS** – Hollow Structural Section

**HVAC** – Heating, Ventilation and Air Conditioning

**I/O** – Input/Output

**IEC** – International Electrotechnical Commission

**IESNA** – Illuminating Engineering Society of North America

**IMOA** International Molybdenum Association

**IP** – Internet Protocol

**IRCA** – International Register for Certified Auditors

**ISO** – International Organization for Standardization

**LED** – Light Emitting Diode

**LEED** – Leadership in Energy and Environmental Design

**Leq,T** – Equivalent continuous noise level over a time period T that contains the same amount of energy as a varying noise level.

**LID** – Low Impact Development

**LLDPE** - Linear Low-Density Polyethylene

**Lmax,S** – The maximum RMS sound pressure level, measured using a Slow integration time (1 second).

**LOS** – Level of Service

**LRT** – Light Rail Transit

**LRV** – Light Rail Vehicle

**LV** – Low Voltage

**MCC** – Motor Control Centre

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**MOE** – Measures of Effectiveness

**MPBX** – Multiple-Point Borehole Extensometer

**MPLS** – Multiprotocol Label Switching

**MSE** – Mechanically Stabilized Earth

**MUTCD** – Manual on Uniform Traffic Control Devices

**MUTCD (Canada)** – Manual on Uniform Traffic Control Devices published by the Transportation Association of Canada.

**MUTCD (USDOT)** – Manual on Uniform Traffic Control Devices published by the United States Federal Department of Transportation.

**NAS** – Network-Attached Storage

**NBC** – National Building Code

**NCR** – Nonconformity Report

**NEMA** – National Electrical Manufacturer’s Association

**NFPA** – National Fire Protection Association

**Ni** – Nickel Institute

**NLGA** – National Lumber Grading Association

**NMS** – Network Management System

**NPC** – National Plumbing Code

**NPCC** – National Plumbing Code of Canada

**NSA** – Detailed Natural Site Assessment for SE402 (Wagner Park), Light Rail Transit, Valley Line-Stage 1, Final Report (Spencer Environmental 2013).

**NSR** – North Saskatchewan River

**NSRV** – North Saskatchewan River Valley

**NTCIP** – National Transportation Communications for Intelligent Transportation System Protocol

**NTP** – Network Time Protocol

**NVR** – Network Video Recorder

**O/C** – On Centre

**OCS** – Overhead Catenary System

**ONVIF** – Open Network Video Interface Forum

**OSC** – Office Supervisory Control

**OSP** – Optical Survey Prism

**OTDR** – Optical Time-Domain Reflectometer

**PA** – Public Address

**PAH** – polycyclic aromatic hydrocarbons

**PAI** – Passenger Assistance Intercoms

**PCC** – Precast Concrete

**PCMS** – Portage Changeable Message Signs

**PDA** – Pile Driving Analyzer

**PEA** – Passenger Emergency Alarm

**PERSIST** – Pressure Equalized Rain Screen Insulated Structure Technique

**PGFP** – Personnel Ground Fault Protection

**PIE** – Privacy Impact Evaluation

**PLC** – Programmable Logic Controller

**PMD** – Polarization Mode Dispersion

**PNC** – Preferred Noise Criteria

**PoE** – Power over Ethernet

**POSM** – Power Operated Switch Machine

**PPHPD** – Passengers Per Hour Per Direction

**PPV** – Peak Particle Velocity

**PPZ** – Pedestrian Priority Zone

**PSL** – Predicted Service Life

**PTZ** – Pan Tilt Zoom

**QA** – Quality Assurance

**QC** – Quality Control

**QMS** – Quality Management System

**RAM** – Reliability, Availability and Maintainability

**RH** – Relative Humidity

**RMS** – Root Mean Square

**RTU** – Remote Terminal Unit

**SBS** – Styrene Butadiene Styrene (Roof System Type)

**SC** – Standard Connector

**SCADA** – Supervisory Control and Data Acquisition

**SCL** – Sprayed Concrete Lining

**SEM** – Sequential Excavation Method

**SI** – System International

**SLS** – Serviceability Limit State

**SM** – Single Mode

**SMACNA** – Sheet Metal and Air-Conditioning Contractors National Association

**SNTP** – Simple Network Time Protocol

**SPI** – Switch Position Indicator

**SSPC** – Society for Protective Coatings

**SSS** – Standard Structural Steel Elements

**STC** – Sound Transmission Class

**SUI** – Sustainable Urban Integration

**SUP** – Shared Use Path

**TCS** – Train Control System

**TLC** – Temporary Letter of Certification

**TOD** – Transit Oriented Development

**TPS** – Train Signal Priority

**TRPS** – Train Routing and Priority System

**TTMAC** – Terrazzo, Tile and Marble Association of Canada

**TVM** – Ticket Vending Machine

**UL** – Underwriters Laboratories

**ULA** – Utility Line Assignment  
**ULC** – Underwriters Laboratories Canada  
**ULS** – Ultimate Limit State  
**UPS** – Uninterruptible Power Source  
**UTC** – Coordinated Universal Time  
**VC** – Vital Controller  
**VFD** – Variable Frequency Drive  
**VLD** – Voltage Limiting Device  
**VLT** – Visible Light Transmittance  
**VMS** – Variable Message Sign  
**WCB** – Workers Compensation Board  
**WSP** – Wheel Slide Protection