

**THE CITY OF EDMONTON**  
**DESIGN-BUILD AGREEMENT**  
**CAPITAL LINE SOUTH LRT EXTENSION**

***Schedule 1***  
***Definitions and Interpretation***

## DEFINITIONS AND INTERPRETATION

### 1 DEFINITIONS

In the Agreement, unless the context otherwise requires:

- 1.1 “**23 Avenue Underpass**” means the underpass of 23 Avenue NW along 111 Street NW.
- 1.2 “**111 Street Roadway Bridge**” means the existing 111 Street bridge over Blackmud Creek.
- 1.3 “**Acceleration Event**” has the meaning given in Section 7.5 [*Taxes*] of the Agreement.
- 1.4 “**Accepted**” or “**Acceptance**” has the meaning given in Section 4.7 [*Accepted*] of Schedule 2 [*Submittal Review Procedure*].
- 1.5 “**Access Closure**” means the closure to traffic and removal of any access between a public Roadway or alley and private property, requiring a bylaw process to enable the closure.
- 1.6 “**Access Design Guide**” or “**ADG**” means the City’s “Access Design Guide” (COE-IM-Guide-0015, Version 04 issued 2021-11-29) as available on the City’s website.
- 1.7 “**Accessibility**” means the absence of barriers that prevent individuals and groups from fully participating in all social, economic, cultural, spiritual and political aspects of society and also refers to rights to access, and to universal design characteristics of products, devices, information programs, services, infrastructure that enable independent use, or support when required, and access by people with a variety of disabilities.
- 1.8 “**Actual Lane Closure Costs**” means the sum, in Canadian dollars, calculated in accordance with Section 3.1 [*Lane Closure Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.9 “**Actual Transit Impact Costs**” means the sum, in Canadian dollars, as calculated in accordance with Section 3.2 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.10 “**Actual Tree Compensation Cost**” means the sum, in Canadian dollars, calculated in accordance with Section 3.3 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.11 “**Additional Insurance**” has the meaning given in Section 2.4 [Additional Insurance and Changes to Insurance] of Schedule 17 [Insurance and Performance Security Requirements].
- 1.12 “**Additional Lands**” has the meaning given in Section 3.6 [*Additional Lands*] of the Agreement.
- 1.13 “**Adjoining Lands**” means Real Property Interests, which are adjacent to, abut against, or adjoin the City Lands which are accessed, occupied, possessed or used by Design-Builder 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.
- 1.14 “**Adjoining Lands Access Protocol**” has the meaning given in Section 3.17.2 [*Design-Builder Obligations*] of the Agreement.
- 1.15 “**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.

- 1.16 **“Agreement”** means this Design-Build Agreement entered into between the City and Design-Builder, dated as at Commercial Close, including all schedules, appendices and attachments thereto, as amended, supplemented or restated from time to time.
- 1.17 **“AHD License Agreement”** means the agreement entered into between the City and the Ministers of Infrastructure for Alberta dated February 23, 2024 which provides for the Design and Construction of certain infrastructure within the TUC.
- 1.18 **“Alberta Survey Control Markers”** or **“ASCM”** means the geodetic markers installed in Alberta as part of the provincial spatial referencing system.
- 1.19 **“Alberta Tier 1 Guidelines”** means the Alberta Tier 1 Soil and Groundwater Remediation Guidelines issued by AEP.
- 1.20 **“Alberta Transportation Products 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.
- 1.21 **“Amenity Node”** means a pedestrian space meeting the requirements set out in Section 3-2.3.3.1 P.2 *[Amenity Nodes]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.22 **“Annual Design & Construction Communications Plan”** means the plan prepared by Design-Builder pursuant to Section 5.1 *[Deliverables]* of Schedule 12 *[Communications and Engagement]*.
- 1.23 **“Anthony Henday Drive LRT Bridge”** means the bridge for the LRT across Anthony Henday Drive located between 111 Street NW and 127 Street SW.
- 1.24 **“Anticipated Construction Completion Date”** has the meaning given in Section 2.1 *[Initial Countdown Notice]* of Schedule 7 *[Construction Completion, Service Readiness and Final Completion]*.
- 1.25 **“Anticipated PICO Completion Date”** has the meaning given in Section 6.1 *[Initial Countdown Notice]* of Schedule 7 *[Construction Completion, Service Readiness and Final Completion]*.
- 1.26 **“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, including for greater certainty all directives, policies and procedures of the City available on the City’s website; 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 Design-Builder, a Design-Builder Person, the City or a City Person.

- 1.27 “**Appointed Referee**” has the meaning given in Section 3.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.28 “**Appropriate Persons**” and “**Appropriate Person**” means Professional Engineers (as required by Applicable Law or Good Industry Practice) or architects who are registered or licensed to practice as architects under the Architects Act (Alberta) or landscape architects who are registered with Alberta Association of Landscape Architects all who have sufficient expertise and experience to expeditiously and efficiently perform Design activities in a proper and professional manner to the standards set out in this Agreement.
- 1.29 “**Approved Products List**” means the catalogue of products, materials and their suppliers or manufacturers that have been evaluated and approved for purchase and use by the City as provided in Appendix 5-1D [*Approved Products List*] of Schedule 5 [*D&C Performance Requirements*].
- 1.30 “**Arbitration Notice**” has the meaning given in Section 4.2 [*Arbitration*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.31 “**Arbitrator**” has the meaning given in Section 4.2 [*Arbitration*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.32 “**Arborist**” means a professional retained by Design-Builder, certified by the International Society of Arborists in the practice of arboriculture, with qualifications in tree risk assessment.
- 1.33 “**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.
- 1.34 “**Assessment Value Unit Rate for Forested Area**” means the unit rates for Forested Areas defined in Table 2 of the Tree Valuation Inventory.
- 1.35 “**Asset Management System**” means the system used for the management of assets.
- 1.36 “**Assigned Intellectual Property**” has the meaning given in Section 3.4(a) of Schedule 8 [*Intellectual Property*].
- 1.37 “**Assignee**” has the meaning given in Section 3.4(a) of Schedule 8 [*Intellectual Property*].
- 1.38 “**Assignor**” has the meaning given in Section 3.4(a) of Schedule 8 [*Intellectual Property*].
- 1.39 “**Associated Liabilities**” has the meaning given in Section 7.5 [*Taxes*] of the Agreement.
- 1.40 “**At-Grade**” means the cross-sectional form of the Trackway where the elevation of the Trackway is the same relative elevation as the adjacent ground level.
- 1.41 “**At-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.
- 1.42 “**Authority Having Jurisdiction**” means an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

- 1.43 **“Availability”** means the probability that a system or system element will be operational when required. Mathematically, the ratio of the mean time between failure and the sum of the mean time between failure and the mean down time.
- 1.44 **“Avoidable Costs”**, when used in relation to an event or circumstance, means all costs and expenditures which:
- (a) are saved or avoided as a result of the event or circumstance or its effects; or
  - (b) if Design-Builder acted reasonably and in accordance with this Agreement (including Section 11.7 *[General Duty of Design-Builder to Mitigate]* of this Agreement), would have been saved or avoided as a result of the event or circumstance or its effects.
- 1.45 **“Back of Trackway Landscape Area”** means the landscape area within a Roadway as illustrated in Figure 2-9.1 *[LRT Corridor Landscaped Areas]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.46 **“BAFO”** has the meaning given in Section 3.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.47 **“BAFO Submission Date”** has the meaning given in Section 3.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.48 **“Back of Walk Landscape Area”** means the landscape area within a Roadway as illustrated in Figure 2-9.1 *[LRT Corridor Landscaped Areas]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.49 **“Barrier-Free”** means absence of obstacles, allowing persons with physical, cognitive or sensory impairments safer or easier access to pathways, open spaces, amenities, facilities, services or activities.
- 1.50 **“Base Date”** means the date that is 14 calendar days prior to the Financial Bid Response Deadline.
- 1.51 **“Baseline Condition Exceedance”** means a geotechnical condition that is described in Appendix 4-1.2A *[23 Avenue Underpass – Geotechnical Baseline Conditions]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.52 **“Bat Mitigation Plan”** means the plan prepared by Design-Builder in accordance with Section 16.2(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.53 **“Battery Ground Fault”** means a condition whereby an energy source meant to energize Vital circuit(s) is leaking current to ground.
- 1.54 **“Beneficial Reuse and Soil Management Strategy”** means the soil management plan developed by the City which outlines areas identified to have Contamination and other requirements for reuse of soil.
- 1.55 **“Bid Construction Schedule”** is the construction schedule prepared by the Design-Builder as part of its Bid and included in Schedule 23 *[Extracts from Bid]*.
- 1.56 **“Bid Extracts”** means the documents, or parts thereof, described as such in Schedule 23 *[Extracts from Bid]*.
- 1.57 **“Blackmud Creek High Water Mark”** means the equivalent of a 1:200 year flood event with an elevation of 659.7 meters above sea level.

- 1.58 “**Blackmud Creek LRT Bridge**” means the bridge over Blackmud Creek for LRT and active mode use located on the west side of 111 Street NW.
- 1.59 “**Blackmud Creek River Valley**” means the part of the project which crosses North Saskatchewan River Valley and Ravine System as identified under Bylaw No. 7188.
- 1.60 “**Block**” means a specified section of track governed by a Block Signal.
- 1.61 “**Block Signal**” means an LRT Signal that governs the entrance to a Signal Block or Interlocking and conveys authority to proceed into the next Signal Block.
- 1.62 “**Bonds**” means any one or more of the performance bond and the labour and material payment bond described in Sections 5.3 and 5.4 of Schedule 17 – *[Insurance and Performance Security Requirements]*, and, collectively, means all of them.
- 1.63 “**Brinell**” has the meaning given in ASTM E103.
- 1.64 “**Building Information Modelling Execution Plan**” or “**BEP**” means the Building Information Modelling Execution Plan developed pursuant to and in accordance with Section 6.4.1(h) of Schedule 4 *[Design and Construction Protocols]*.
- 1.65 “**Building Management System**” means a direct digital control system complete with hardware, software, and graphics for control of equipment, systems, and environment within a building or structure.
- 1.66 “**Building Supervisory Control and Data Acquisition**” or “**Building SCADA**” means a SCADA system to remotely monitor and control building conditions.
- 1.67 “**Building Structure**” means:
- (a) all buildings forming part of the Llew Lawrence OMF;
  - (b) the Stations;
  - (c) all Utility Complexes and Traction Power Substations; and
  - (d) any other structure, forming part of the Infrastructure, to which the NBCAE applies.
- 1.68 “**Bus Stop Materials**” has the meaning given in Section 1-7.5.2 *[City Recoverable Items]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.69 “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in Alberta or a holiday observed by the City.
- 1.70 “**Business Opportunities**” has the meaning given in Section 16.7 *[Business Opportunities]* of the Agreement.
- 1.71 “**Bylaw 7188**” has the meaning given in Section 3(a)(i)(1) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.72 “**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.

- 1.73 “**Canadian Registered Safety Professional**” means an individual who has met the requirements established by the Board of Canadian Registered Safety Professionals.
- 1.74 “**Canopy Tree**” means a Street Tree having a high canopy with a mature width greater than 4m.
- 1.75 “**Capital Line LRT**” means the light rail transit line in operation as of the Effective Date operated by Edmonton Transit between Clareview Station and Century Park Station.
- 1.76 “**Capital Line LRT Integration Schedule**” has the meaning given in Section 6 [*Capital Line LRT Integration Schedule*] of Schedule 3 [*Construction Schedule*].
- 1.77 “**Capital Line LRT South Extension**” or “**Capital Line South LRT Extension**” or “**CLSE**” means the light rail transit line connected to the Capital Line LRT to be designed and constructed as provided for in this Agreement.
- 1.78 “**CEAA**” means the Canadian Environmental Assessment Act.
- 1.79 “**Centralized Train Control**” or “**CTC**” means a unique centralized signaling system carrying out data acquisition, processing, monitoring, control, presentation, and archiving functions of the train system data received from the Train Control System.
- 1.80 “**Certificate of Construction Completion**” has the meaning given in Section 2.8 [Certification of Construction Completion] of Schedule 7 [Construction Completion, Service Readiness and Final Completion].
- 1.81 “**Certificate of Final Completion**” has the meaning given in Section 4.5 [*Certification of Final Completion*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*].
- 1.82 “**Certificate of PICO Completion**” has the meaning given in Section 6.7 [*Certification of PICO Completion*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*].
- 1.83 “**Certificate of Service Readiness**” means the certificate issued by the City in accordance with Section 3.2 [*Certification of Service Readiness*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*].
- 1.84 “**Certified Industrial Hygienist**” means an individual meeting the requirements for a certified industrial hygienist established by the American Board of Industrial Hygiene.
- 1.85 “**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; or
  - (b) the Project or the Project Requirements.
- 1.86 “**Change Enquiry**” means a written notice and description of a proposed Change by the City pursuant to Schedule 13 [*Changes*].
- 1.87 “**Change Estimate**” means a detailed breakdown, estimate and other information attributable to a proposed Change, prepared by Design-Builder pursuant to Section 2.2 [*Delivery of Change Estimate*] and in accordance with Section 2.3 [*Change Estimate Requirements*] of Schedule 13 [*Changes*].

- 1.88 **“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 Design-Builder to immediately proceed with the work attributable to the Change, pending the finalization and issuance of a Change Order Confirmation for that Change.
- 1.89 **“Change in Control”** means with respect to a non-individual Person (the **“Person”**) 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 Person (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 Person 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 Person or of a general partner or manager of the Person;
  - (b) controlling the decisions made by or on behalf of the Person, 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 Person, a general partner of the Person or a manager of the Person or otherwise;
  - (c) holding equity, either beneficially or otherwise, of that Person 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 Person 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 Person.
- 1.90 **“Change in Law”** means the coming into effect or repeal (without enactment or consolidation) in Alberta of any Applicable Law, or any amendment or variation of any Applicable Law, in each case after the Financial Bid Response Deadline.
- 1.91 **“Change in Ownership”** means, with respect to a person, any change in ownership, whether beneficial or otherwise, of any of the shares or units of ownership of such person, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of such person.
- 1.92 **“Change Order Confirmation”** means confirmation provided by the City of a Change Estimate pursuant to Section 2.4 [*Change Order Confirmation*] of Schedule 13 [*Changes*].
- 1.93 **“Change Reference Date”** has the meaning given in Section 1.7 [*Effect on Schedule*] of Schedule 13 [*Changes*].
- 1.94 **“Character Zone”** means a defined geographic area having unique hardscapes and softscapes, history, cultural influences and community connections.
- 1.95 **“Checking Team”** means a group of Appropriate Persons assigned to independently undertake a Design check in accordance with the Design and Certification Procedure.
- 1.96 **“City”** means the City of Edmonton.



- 1.97 **“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.
- 1.98 **“City Approval”** has the meaning given in Section 2.1(a) of Schedule 28 *[Project Approvals and Utility Matters]* Part 1 *[Project Approvals]*.
- 1.99 **“City Council”** means the City Council of the City of Edmonton.
- 1.100 **“City Default Termination Sum”** has the meaning given in Section 2.1 *[Compensation]* of Schedule 27 *[Compensation on Termination]*.
- 1.101 **“City Design & Construction Standards”** or **“D&CS”** means the design and construction standards prepared and published by the City for the purposes of implementing standards for the construction of public infrastructure in Edmonton available on the City’s website.
- 1.102 **“City Intellectual Property”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.103 **“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.
- 1.104 **“City LRT”** means the City’s LRT Expansion and Renewal Branch of the Integrated Infrastructure Services Department.
- 1.105 **“City Permits”** has the meaning given in Section 3.1 *[City Permits]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 1 *[Project Approvals]*.
- 1.106 **“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 Infrastructure, excluding Design-BUILDER 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;
  - (d) any third party authorized by the City to enter upon the Lands; or
  - (e) any lessee or tenant of the City at any facility forming part of the Infrastructure,
- but does not include a Patron or a Utility Company.
- 1.107 **“City Personnel”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.108 **“City Project Document”** means the Agreement, and, when executed and delivered in accordance with the Agreement and Referee Agreements.
- 1.109 **“City Quality Audit”** has the meaning given in Section 8.2.1 of Schedule 9 *[Quality Management]*.

- 1.110 “**City Recoverable Items**” means the items described in Section 1-7.5.2 [*City Recoverable Items*] of Schedule 5 [*D&C Performance Requirements*].
- 1.111 “**City’s Environmental Obligations**” has the meaning given in Section 1(b) of Schedule 10 [*Environmental Performance Requirements*].
- 1.112 “**City’s Representative**” means ██████████, 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*].
- 1.113 “**City Support Statement**” has the meaning given in Section 2.8.2 [*Preparation of Statements*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.114 “**City Utility Work**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.115 “**City Works**” has the meaning given in Section 1-1.3 [*City Works*] of Schedule 5 [*D&C Performance Requirements*].
- 1.116 “**Civil Testing and Commissioning Sub-Plan**” means the plan prepared by Design-Builder in accordance with Section 2.5.2.5 [*Civil Testing and Commissioning Sub-Plan*] of Schedule 6 [*Testing and Commissioning*].
- 1.117 “**Claim Notice**” has the meaning given in Section 17.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.118 “**Claims Adjuster**” has the meaning given in Section 3.1 [Incident Reporting and Claims Adjuster] of Schedule 17 [Insurance and Performance Security Requirements].
- 1.119 “**Clearance Letter**” means a clearance letter issued by Alberta Culture under the *Historical Resources Act* (Alberta).
- 1.120 “**Clock Tower**” means a clock tower meeting the requirements set out in Section 5-3.8.10 [*Clock Tower*] of Schedule 5 [*D&C Performance Requirements*].
- 1.121 “**Closing Procedures Agreement**” means an agreement between City and Design-Builder and others which addresses procedures for Commercial Close.
- 1.122 “**Columnar Tree**” means a Street Tree with a narrow or columnar form, having a mature canopy width of less than 4m.
- 1.123 “**Commencement Date**” has the meaning given in Section 3.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.124 “**Commercial Close**” means the Effective Date, being the date when the Agreement has been executed and delivered.
- 1.125 “**Commercial Referee Panel**” has the meaning given in Section 2.1 [*Appointment of Standing Referees*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.126 “**Commissioning Certificate**” means a certificate in respect of the Testing and Commissioning as provided by Design-Builder pursuant to the Design and Certification Procedure.
- 1.127 “**Commissioning Consultant Manual**” means the City’s “Commissioning Consultant Manual” Volume 1 (2018 11 30) together with Volume 2 (2019 03 22) as available on the City’s website.

- 1.128 “**Communication Testing and Commissioning Sub-Plan**” means the plan prepared by Design-Builder in accordance with Section 2.5.2.3 [*Communications Testing and Commissioning Sub-Plan*] of Schedule 6 [*Testing and Commissioning*].
- 1.129 “**Communications and Engagement Working Group**” or “**CEWG**” means the group established pursuant to Section 4.2 [*Communications and Engagement Working Group*] of Schedule 12 [*Communications and Engagement*].
- 1.130 “**Communications Manager**” means the Key Individual identified by such title in Appendix 26A [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Design-Builder pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.131 “**Communications Team**” has the meaning given in Section 4.1 [*Communications Team Requirements*] of Schedule 12 [*Communications and Engagement*].
- 1.132 “**Communications Transmission System**” or “**CTS**” means the system as described in Section 6-4.1.2.B [*CTS Conceptual Overview*] of Schedule 5 [*D&C Performance Requirements*].
- 1.133 “**Community Advisory Committee**” or “**CAC**” means the committee established by the City to share information with citizens and provide feedback in respect of the Project.
- 1.134 “**Community Employment Benefits Plan**” means the plan developed pursuant to Section 4.5 [*Community Employment Benefits Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.135 “**Confidential Information**” has the meaning given in Section 16.3 [*Confidential Information*] of the Agreement.
- 1.136 “**Configuration Management Sub-Plan**” means the plan described in Section 5.2.2.3 [*Configuration Management Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.137 “**Confined Space**” has the meaning given in the *Occupational Health and Safety Code* (Alberta).
- 1.138 “**Connection Removal**” means the closure to traffic of a point connection between two public Roadways and/or alleys which does not require a bylaw process to enable the closure.
- 1.139 “**Consolidated Proceeding**” has the meaning given in Section 5.2 [*Consolidation*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.140 “**Construct**” means to carry out Construction and “**Constructed**” shall have a corresponding meaning.
- 1.141 “**Construction**” means everything, other than Design, required to achieve Final Completion, including the construction and Testing and Commissioning of the Infrastructure, 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.
- 1.142 “**Construction Certificate**” means a certificate in respect of a Work Package, as provided by Design-Builder pursuant to the Design and Certification Procedure.
- 1.143 “**Construction Completion**” means that all of the conditions precedent to Construction Completion specified in Section 2.5 [*Conditions Precedent to Construction Completion*] of

Schedule 7 [*Construction Completion, Service Readiness and Final Completion*], that have not been waived by the City, have been achieved, as certified by the City.

- 1.144 “**Construction Completion Date**” means the date when all the conditions precedent to Construction Completion that have not been waived by the City have been satisfied, as certified by the City in accordance with Section 2.8 [*Certification of Construction Completion*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*]. It shall be the date shown on the Certificate of Construction Completion.
- 1.145 “**Construction Completion Deficiencies**” means any defects, Deficiencies, Nonconformities and items of outstanding work (including in relation to seasonal work) arising from or related to the work required to achieve Construction Completion, and:
- (a) which, in the opinion of the City, acting reasonably, are not required to be rectified or completed in order to achieve Construction Completion; or
  - (b) which are required to be included on the list of Construction Completion Deficiencies by the City pursuant to Section 2.4 [*Deficiency List*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*].
- 1.146 “**Construction Completion Payment**” means the sum, in Canadian dollars, payable by the City to Design-Builder in accordance with the Agreement, as calculated in Section 2.5 [*Construction Completion Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.147 “**Construction Joint Committee**” has the meaning given in Section 3.1.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.148 “**Construction Maintenance**” has the meaning given in Section 1-4.5 [*Maintenance During Construction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.149 “**Construction Maintenance Program**” has the meaning given in Section 7.2.3 [*Construction Maintenance Program*] of Schedule 4 [*Design and Construction Protocols*].
- 1.150 “**Construction Management Plan**” has the meaning given in Section 7.1.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.151 “**Construction Manager**” means the Key Individual identified by such title in Appendix 26A [*Key Individuals and Specific Mandatory Requirements*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Design-Builder pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.152 “**Construction Manual**” means the manual described in Section 4-4.9.2.2 A [*Construction Manual*] of Schedule 5 [*D&C Performance Requirements*].
- 1.153 “**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*].
- 1.154 “**Construction Payment Adjustment**” means the sum, in Canadian dollars, determined in accordance with Section 2.3 [*Construction Payment Adjustments*] of Schedule 16 [*Payment Mechanism*].
- 1.155 “**Construction Period**” means the period of time commencing on Commercial Close and ending on the Construction Completion Date.

- 1.156 “**Construction Quality Management Plan**” means the plan prepared by Design-Builder in accordance with Appendix 9C [*Construction Quality Management Plan*] of Schedule 9 [*Quality Management*].
- 1.157 “**Construction Schedule**” has the meaning given in Section 2.2 of Schedule 3 [*Construction Schedule*].
- 1.158 “**Construction Soil Management Sub-Plan**” means the plan described in Section 7.2.4 [*Construction Soil Management Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.159 “**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*].
- 1.160 “**Contamination**” means, with respect to chloride, EC, SAR, pH, or selenium, the concentration of chloride, EC, SAR, pH, or selenium that exceeds the values described in the Beneficial Reuse and Soil Management Strategy, or with respect to all other chemical parameters a concentration that exceeds the guideline concentration listed in either Table A-2, Table A-3 or Table A-4 in the Alberta Tier 1 Soil Remediation Guidelines for the exposure pathways and the surrounding land use that are valid for the sample location.
- 1.161 “**Contamination Management Plan**” has the meaning given in Section 15.1(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.162 “**Contribution Agreement**” means an agreement between the City and a Contribution Agreement Party pursuant to which such Contribution Agreement Party has agreed to provide funds to the City for the Project.
- 1.163 “**Contribution Agreement Parties**” means His Majesty the King in Right of Canada as represented by the Minister of Infrastructure, His Majesty the King in Right of Alberta as represented by the Minister of Transportation and Economic Corridors and the Minister of Infrastructure and “**Contribution Agreement Party**” means any one of them.
- 1.164 “**Corporate IT Network**” means the City owned communications network supporting and providing connectivity to public facilities and services including public Wi-Fi, door access control, and Llew Lawrence OMF building facility.
- 1.165 “**Correction**” means the act of eliminating an open detected Nonconformity, Deficiency, defect or other undesirable situation.
- 1.166 “**Corrective Action**” means the action to eliminate the Root Cause or Root Causes of an open Nonconformity, Deficiency, defect or other undesirable situation to prevent recurrence as described in Section 9.2 [*Addressing Nonconformities*] of Schedule 9 [*Quality Management*].
- 1.167 “**Corrective Action Request**” has the meaning given in Section 10 [*Corrective Action Requests*] of Schedule 9 [*Quality Management*].
- 1.168 “**Covered Bicycle Racks**” means bicycle parking racks which are covered by a roof structure to keep out rain and snow, and which may be enclosed.
- 1.169 “**Crime Prevention through Environmental Design**” or “**CPTED**” means the science around the design and effective use of physical space to lead to a reduction in both incidence and fear of crime.
- 1.170 “**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, infrastructure, buildings and/or equipment, constitutes a period of transition to or from war, is a significant labour disruption, could reasonably be expected to have a significant negative impact on citizens, the environment, City employees, City services or the City's reputation, or gives rise to an emergency, as determined by any statutory body including any Emergency Services.

- 1.171 “**Critical Root Zone**” means one of the zones described in Figure 2-14.1.4 [*Critical Root Zones*] of Schedule 5 [*D&C Performance Requirements*].
- 1.172 “**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.
- 1.173 “**Custodial Maintenance**” means any activities to maintain the appearance of the Infrastructure in accordance with Section 1-4.5.C.11 of Schedule 5 [*D&C Performance Requirements*].
- 1.174 “**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.
- 1.175 “**Daily Transit Closure Rate**” means the rates noted as “Daily Transit Closure Rates” in Table 4 [*Daily Transit Closure Rates*] in Section 3.2 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.176 “**Daily Transit Impact Rate**” means the rates noted as “Daily Transit Impact Rates” in Table 3 [*Daily Transit Impact Rates*] in Section 3.2 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.177 “**Data Room**” means the database established by the City for the Project containing or referring to Disclosed Data.
- 1.178 “**DB Guarantor**” means Ledcor Industrial/Mining Group Ltd.
- 1.179 “**Deconstruction Work**” means any work required to remove and dispose of designated Existing Infrastructure that is impacted by the Construction.
- 1.180 “**Default**” means any breach or non-compliance by Design-Builder of or with any provision of the Agreement, including the material inaccuracy, when made, of any representation or warranty given by Design-Builder in the Agreement.
- 1.181 “**Default Rate of Interest**” means Prime plus 2%.
- 1.182 “**Default Points**” means those default points assigned to Design-Builder in accordance with Section 4.6 [*Default Points*] of Schedule 16 [*Payment Mechanism*].
- 1.183 “**Deferred Utility Work**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.184 “**Deficiency**” means any defect, deficiency, error or fault, including omission, in the Infrastructure (including in the design or construction thereof) which result in a failure of the Infrastructure (or any part thereof) to comply with the Project Requirements. Notwithstanding the generality of the foregoing, a deficiency in Design shall arise where design services do not meet the required standard of care applicable to the design services.

- 1.185 **“Deliverable”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.186 **“Delivered”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.187 **“Design”** means the entire design process, including plans, specifications, and drawings for the design of the Infrastructure, that Design-Builder is required to perform, as required by the Agreement.
- 1.188 **“Design and Certification Procedure”** has the meaning given in Section 6.2 *[Design and Certification Procedure]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.189 **“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 2 *[Submittal Review Procedure]*, Schedule 3 *[Construction Schedule]*, Schedule 4 *[Design and Construction Protocols]*, Schedule 5 *[D&C Performance Requirements]*, Schedule 6 *[Testing and Commissioning]*, Schedule 7 *[Construction Completion, Service Readiness and Final Acceptance]*, Schedule 9 *[Quality Management]*, Schedule 10 *[Environmental Performance Requirements]*, Schedule 11 *[Construction Safety Requirements]*, Schedule 12 *[Communications and Engagement]* and Schedule 28 *[Project Approvals and Utility Matters]* as amended, supplemented or replaced from time to time after the Effective Date in accordance with the Agreement.
- 1.190 **“Design and Procurement Fee”** means the sum, in Canadian dollars, as set out in Section 2.1.1(b) of Schedule 16 *[Payment Mechanism]* that is payable to the Design-Builder in accordance with Section 2.1 *[Design and Procurement Payments]* of Schedule 16 *[Payment Mechanism]*.
- 1.191 **“Design and Procurement Payments”** means the monthly sum, in Canadian dollars, as set out in Section 2.1.1 of Schedule 16 *[Payment Mechanism]* that is payable to the Design-Builder in accordance with Section 2.1 *[Design and Procurement Payments]* of Schedule 16 *[Payment Mechanism]*.
- 1.192 **“Designated Change in Law”** means the following and no other changes in Applicable Law, or common law, including any change in binding judicial interpretation of Applicable Law arising after the Financial Bid Response Deadline:
- (a) a change, including new or supplemental laws or regulations, that specifically requires a higher or different standard of performance or higher or different grade of material, in the performance of the Project Work compared to what was required under Applicable Law or the Project Requirements on the Effective 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 costly or 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 Design-Builder in the course of carrying out the Project Work, to the extent that Design-Builder is unable to recover or be credited with input tax credits, refunds, rebates or exemptions for taxes payable by Design-Builder under such sales tax;

- (d) the enactment of an emergency order by a Governmental Authority or statutory body having jurisdiction over Design-Builder and/or the Project in relation to the occurrence of an Epidemic that disrupts, interferes with or delays Design-Builder’s performance of the Project Work as it relates to on-Site construction activities;
- (e) a change specifically in response to the occurrence of an Epidemic, including new or supplemental laws or regulations or administrative policy requirements of a Governmental Authority that makes it more costly, more time-consuming or more onerous to perform the Project Work;
- (f) a change directed specifically at the light rail transit construction industries in Canada, or the Province of Alberta, or directed specifically at Design-Builder, the Project, the Design, the Construction, the Infrastructure or public-private arrangements of the nature of this Agreement; or
- (g) a change to a City Permit as described in Section 3.2 [*Changes to City Permits*] of Schedule 28 [*Project Approvals and Utility Matters*].Part 1 [*Project Approvals*].

For certainty, “Designated Change in Law” does not include (except as contemplated in Section 1.192(e) above) any Change in Law related to occupational health and safety, including the *Workers’ Compensation Act* (Alberta), *Occupational Health and Safety Act* (Alberta), the *Occupational Health and Safety Regulations* (Alberta), the *Occupational Health and Safety Code* (Alberta), the *Safety Codes Act* (Alberta), the *NBCAE*, or the enactment or implementation of a carbon tax.

- 1.193 “**Designated Egress Walkway**” means a pathway within the LRT ROW or Grade Separated structure that provides for the safe movement of City Persons or Patrons in an emergency as defined by horizontal and vertical limits.
- 1.194 “**Design-Build Agreement Arbitration**” has the meaning given in Section 5.4 [*Consolidation with Third Party Disputes*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.195 “**Design-Builder**” means Capital Line Design-Build Ltd.
- 1.196 “**Design-Builder Default Termination Sum**” has the meaning given in Section 3.1 [*Compensation*] of Schedule 27 [*Compensation on Termination*].
- 1.197 “**Design-Builder Embedded Software**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.198 “**Design-Builder Intellectual Property**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.199 “**Design-Builder Licensed Software**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.200 “**Design-Builder Person**” means:
  - (a) the Subcontractors;
  - (b) any Person engaged by Design-Builder, 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



- (c) in respect of each of the above, their subcontractors of any tier, agents, employees, officers and directors; and
- (d) any invitee of Design-Builder or any of the Design-Builder Persons referred to in (a) to (d) above who enters upon the Lands,

but does not include a Patron.

- 1.201 “**Design-Builder Personnel**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.202 “**Design-Builder Project Director**” means ██████████, and is the Key Individual identified by such title in Appendix 26A *[Key Individuals Specific Mandatory Requirements]* of Schedule 26 *[Representatives and Key Individuals]*, or such replacement as may be designated by Design-Builder pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.203 “**Design-Builder’s Bid**” means the Technical Bid and the Financial Bid submitted by Design-Builder in response to the RFP.
- 1.204 “**Design-Builder’s Environmental Obligations**” has the meaning given in Section 1(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.205 “**Design-Builder Utility Work**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.206 “**Design Certificate**” means a certificate in respect of a Work Package, as provided by Design-Builder pursuant to the Design and Certification Procedure.
- 1.207 “**Design Coordination Certificate**” means a certificate in respect of design coordination for all Work Packages, as provided by Design-Builder pursuant to the Design and Certification Procedure.
- 1.208 “**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 used, prepared or to be prepared by or on behalf of Design-Builder or a Design-Builder Person relating to the Project Work or to any Change.
- 1.209 “**Design Development Change**” has the meaning given in Section 5.2 *[Design Development Changes]* of Schedule 13 *[Changes]*.
- 1.210 “**Design Development Change Record**” has the meaning given in Section 5.3 *[Design Development Change Process]* of Schedule 13 *[Changes]*.
- 1.211 “**Design Development Change Record Confirmation**” has the meaning given in Section 5.4 *[City Consideration of Design Development Change]* of Schedule 13 *[Changes]*.
- 1.212 “**Design Development Change Register**” has the meaning given in Section 5.7 *[Reconciliation]* of Schedule 13 *[Changes]*.
- 1.213 “**Design Development Phase**” means the period from the Effective Date to the date of Acceptance of all Final Designs.

- 1.214 “**Design Drawings**” means technical drawings used to fully and clearly define the requirements of an engineered item, excluding shop or fabrication details.
- 1.215 “**Design Entity**” means a legal entity or professional organization performing a component of Design for the Project.
- 1.216 “**Designer**” means the individual or team who takes professional responsibility for the Design of a specific aspect of the Project.
- 1.217 “**Design Certificate**” means a certificate as described in Section 6.5.1 [*Design Certificates*] of Schedule 4 [*Design and Construction Protocols*].
- 1.218 “**Design Life**” means the period of time during which a component of the Infrastructure must perform its intended function without requiring replacement.
- 1.219 “**Design Management Plan**” has the meaning given in Section 6.4.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.220 “**Design Manager**” means the Key Individual identified by such title in Appendix 26A [*Key Individuals Specific Mandatory Requirements*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Design-Builder pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.221 “**Design Quality Management Plan**” means the plan prepared by Design-Builder in accordance with Appendix 9B [*Design Quality Management Plan*] of Schedule 9 [*Quality Management*].
- 1.222 “**Design Quality Manager**” has the meaning given in Section 5.3 [*Design quality Managers*] of Schedule 9 [*Quality Management*].
- 1.223 “**Design Team**” is comprised of the individuals responsible for the preparation of the detailed Design of the Infrastructure.
- 1.224 “**Design Vehicle Dynamic Envelope**” or “**DVDE**” means the maximum space occupied by the design vehicle under dynamic conditions taking into account vehicle movements on a level tangent track.
- 1.225 “**Detailed Design Road Safety Audit**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.226 “**Detailed Design Road Safety Audit Report**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.227 “**Detailed Design Road Safety Response Report**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.228 “**Determined Breach**” has the meaning given in Section 4.3(d)(i) of Schedule 8 [*Intellectual Property*].
- 1.229 “**Development Charges**” has the meaning given in Section 3.18 [*Development Charges*] of the Agreement.
- 1.230 “**Direct Fixation Track**” means a ballastless track structure in which the rail is mounted on direct fixation fasteners that in turn are anchored to an underlying concrete slab.

- 1.231 **“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, finance, bank and surety costs and expenses), proceedings, demands, judgements and charges whether arising under statute, contract or at common law, excluding however Indirect Losses.
- 1.232 **“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 Design-Builder or a Design-Builder Person, in connection with or pertaining to the Project, the Project Work, the City Lands, the Infrastructure, the requirements of any Governmental Authority, or any obligations undertaken by Design-Builder under the 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 the Agreement including in any Schedule;
  - (d) any of the foregoing provided in connection with the RFP; and
  - (e) anything contained in the Data Room before, on or after the Financial Bid Response Deadline, and any information, data, report or document specifically referred to in the Data Room.
- 1.233 **“Dispute”** means and includes; all disputes, controversies, or claims arising out of or relating to any provision of the Agreement; the failure of the Parties to reach agreement when specifically contemplated by or provided for in the Agreement; the alleged wrongful exercise or failure by a Party to exercise discretion or power reasonably where required to be so exercised under the Agreement; or the interpretation, enforceability, performance, breach, termination, or validity of the 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 or dispute in respect of the wrongful exercise of a discretion or power given under the Agreement to the City, the City’s Representative or any City Person, where the Agreement does not require such discretion or power to be exercised or to be exercised reasonably.
- 1.234 **“Dispute Notice”** has the meaning given in Section 3.2 *[Dispute Notice and Response]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.235 **“Dispute Resolution Procedure”** has the meaning given in Section 3.1 *[Procedure]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.236 **“Draft Public Art Call”** means the draft version of the documents that are created to procure the Public Art artists.
- 1.237 **“Draw Amount”** has the meaning given in Section 20.4 *[Performance Letter of Credit]* of the Agreement.

- 1.238 “**Dust Control Plan**” means the plan prepared by Design-Builder in accordance with Section 17(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.239 “**Early Works**” means the works completed pursuant to the Early Works Agreement.
- 1.240 “**Early Works Agreement**” means the agreement dated April 8<sup>th</sup>, 2024 between the Early Works Contractor and City pursuant to which the Design-Builder initiated performance of certain of the Project Work prior to Commercial Close.
- 1.241 “**Early Works Contractor**” has the meaning given in Section 1.3 [*Early Works Agreement*] of this Agreement.
- 1.242 “**ECO Plan**” has the meaning given in Section 10 [*Environmental Construction Operations Plan*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.243 “**ECO Plan Framework**” has the meaning given in Section 3 [*City of Edmonton Environmental Requirements*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.244 “**Edmonton Arts Council**” means the organization that manages and implements the City of Edmonton’s Percent for Art program policy, which ensures that when the City undertakes construction on a project that will be accessible by the public, one percent of the eligible construction budget is allocated to the development of art.
- 1.245 “**Edmonton Design Committee**” or “**EDC**” means the committee established pursuant and in accordance with City’s *Edmonton Design Committee Bylaw*, 14054.
- 1.246 “**Edmonton Facility Consultant Manual**” means the City’s “Facility Design & Construction Consultant Manual” Volume 1 (COE-IM-Guide 0001) together with Volume 2 (COE-IM-GUIDE-0002) available on the City’s website.
- 1.247 “**Edmonton Transit Service**” or “**ETS**” means the operator of the public transportation system provided by the City of Edmonton.
- 1.248 “**Effective Date**” means the date of this Agreement.
- 1.249 “**Elective Insurance**” has the meaning given in Section 2.4 [Additional Insurance and Changes to Insurance] of Schedule 17 [Insurance and Performance Security Requirements].
- 1.250 “**Electromagnetic Compatibility**” or “**EMC**” refers to the ability of electronic or electrical equipment, component, system and subsystem to work as intended in its environment without generating electromagnetic disturbances which may influence other electronic or electrical equipment, components, systems or subsystems.
- 1.251 “**Eligible Utilities Costs**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.252 “**Eligible Utilities Costs Reports**” has the meaning given in Section 4.1.3 [*Utility Costs*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.253 “**Eligible Utilities Costs Ruling**” has the meaning given in Section 4.1.4 [*Utility Costs*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.254 “**Eligible Utilities Costs Ruling Request**” has the meaning given in Section 4.1.4 [*Utility Costs*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].

- 1.255 **“Embedded Software”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.256 **“Embedded Track”** means a type of track that is completely encased in cast-in-place concrete using elastomeric grout or rubber rail boots.
- 1.257 **“Emergency”** means any situation, event, occurrence, multiple occurrences or circumstances:
- (a) that:
    - (i) constitutes or may constitute a hazard to or jeopardizes or may jeopardize or pose a threat to health and safety of any Persons or any part of or the whole of the Infrastructure;
    - (ii) causes or may cause damage or harm to property, buildings, equipment and/or the environment;
    - (iii) constitutes a hostage situation or state of emergency declared as such by the City’s Representative or City (acting reasonably);
    - (iv) material interferes with or prejudices or may materially interfere with or prejudice the safe operation of the ETS, any part of the Lands, or the conduct of City Activities; or
    - (v) constitutes a period of transition to or from war;
- and which, in the opinion of City, requires immediate action to prevent and/or mitigate the occurrence (or risk of the occurrence) of the foregoing; or
- (b) which gives rise to an emergency, as determined by any statutory body including (notwithstanding the generality of the foregoing) an Emergency Service.
- 1.258 **“Emergency Alarm Station”** has the meaning given to it in NFPA-130 – Chapter 3 Definitions - Blue Light Station.
- 1.259 **“Emergency Response Plan”** or **“ERP”** has the meaning given in Section 4.1 *[Emergency Response Plan]* of Schedule 11 *[Construction Safety Requirements]*.
- 1.260 **“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 City Lands from time to time.
- 1.261 **“Employee Termination Payments”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 27 *[Compensation on Termination]*.
- 1.262 **“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.
- 1.263 **“Environment”** means the environment as defined in Applicable Law 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.

- 1.264 “**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.
- 1.265 “**Environmental Impact Assessment**” means the report titled Preliminary Design Report: Engineering Services for the Capital Line South LRT Extension: Blackmud Creek Crossing - Environmental Impact Assessment: January 2020.
- 1.266 “**Environmental Management Mandate**” has the meaning given in Section 2 [*Environmental Management Mandate*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.267 “**Environmental Management System**” or “**EMS**” means the system to manage Design-Builder’s environmental obligations specified in Section 8 [*Environmental Management System*] of Schedule 10 [*Environmental Performance Requirements*], and includes all Environmental Plans required under Schedule 10 [*Environmental Performance Requirements*].
- 1.268 “**Environmental Manager**” means the Key Individual identified by such title in Appendix 26A [*Key Individuals*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Design-Builder pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.269 “**Environmental Monitor**” means one or more individuals appointed by Design-Builder with the responsibilities and authority specified in Section 7(c) of Schedule 10 [*Environmental Performance Requirements*].
- 1.270 “**Environmental Permit**” means a Project Approval required under any Applicable Law relating to the Environment.
- 1.271 “**Environmental Plan**” has the meaning given in Section 9.1 [*Environmental Plans*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.272 “**ENVISO**” means the City of Edmonton’s Environmental Management System available on the City’s website.
- 1.273 “**EPEA**” means the Environmental Protection and Enhancement Act (Alberta).
- 1.274 “**Epidemic**” means an epidemic occurring in Canada which constitutes a “pandemic” as declared by the World Health Organization or which constitutes a “communicable disease” (as such term is defined by Regulation 238/85 to the Public Health Act (Alberta) as at the date of this Agreement), whether or not known or declared as of the date of this Design-Build Agreement and including, for clarity, the 2019 novel coronavirus disease;
- 1.275 “**Equipment**” means all goods, products, commodities, materials, supplies, machinery, equipment, apparatus, other tangible property and fixtures forming the Project Work or incorporated into the Infrastructure, or installed at or otherwise located on the City Lands, but excluding all of the consumables, inventory, tools, support vehicles, equipment or machinery used to prepare, fabricate, convey or erect the Project Work, which is referred to as construction machinery and equipment and other incidental or miscellaneous goods, supplies and materials utilized by Design-Builder or a Design-Builder 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.

- 1.276 **“Equivalent Activity”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.277 **“Escalation Adjustment”** means the amount that will be calculated for inflation or deflation that will be applied during the Term as set out in Section 1.1 *[Payment for the Project Work]* and in accordance with Appendix 16B *[Escalation Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.278 **“ESC Plan”** has the meaning given in Section 11 [Erosion and Sedimentation Control Plan] of Schedule 10 [Environmental Performance Requirements].
- 1.279 **“Escrow Agent”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.280 **“Escrow Agreement”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.281 **“Escrowed Deliverable”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.282 **“Escrow Materials”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.283 **“Escrow Materials Provider”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.284 **“Escrow Materials Provider Event of Default”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.285 **“ETS LRT Network”** means the entire LRT network in Edmonton, including the Valley Line LRT, the Capital Line LRT and the Metro Line LRT.
- 1.286 **“ETS Network”** means the City owned communications network dedicated to high-floor LRT operations, supporting and providing connectivity to the LRT sub-systems including LRT Signals, Traction Power, and PAVMS.
- 1.287 **“ETS Transit Impact”** means a Full Closure, or reduction to one lane of traffic in one or more directions for the full length or any portion of a Roadway Section that is designated an existing transit route as per Table 1-5.2.5.1 *[Roadway section Restrictions and roadway Categories]* 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.
- 1.288 **“ETS Transit Security”** means the group or groups within the City, including the Edmonton Transit Service Customer Safety and Security, that perform(s) security and surveillance for ETS.
- 1.289 **“Excess Eligible Utilities Costs”** has the meaning given in Section 4.1.2 *[Utility Costs]* of Schedule 28 *[Project Approvals and Utility Matters] Part 2 [Utility Matters]*.
- 1.290 **“Excess Soil”** has the meaning given in Section 15.5 *[Soils Available for Reuse]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.291 **“Existing Infrastructure”** means any infrastructure, buildings, structures, and improvements located within or on the Lands as of Commercial Close, including existing Utility Infrastructure and Incorporated Infrastructure.

- 1.292 **“Existing Utility Agreements”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.293 **“Expiry Date”** has the meaning given in Section 4.8 *[Term]* of the Agreement.
- 1.294 **“Extraordinary Delay”** means a delay to Design-Builder and the critical path for the completion of the Design and Construction caused by a Utility Company, including a Utility Company Breach or Utility Company Fault that could not have been reasonably or substantially mitigated by Design-Builder having regard to the Utility Company schedule or reasonably expected timelines for the applicable Utility Company to complete the work activity in question based on the following factors or information in the following priority:
- (a) the relevant timelines stipulated in Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]* and the Agreement that are relevant to the specific Utility Work activity;
  - (b) the relevant timeline stipulated in an Existing Utility Agreement, as the same may be confirmed in a City Support Statement, or in a Pipeline Agreement;
  - (c) the relevant forecasted or scheduled timelines set out in the applicable Utility Coordination Plan based on written confirmations, assurances or forecasts of a Utility Company;
  - (d) the design information describing the Utility Conflict and Design-Builder’s concept for Utility Conflict mitigation was provided to the Utility Company with sufficient clarity, scope, and in sufficient time and the Utility Company was supplied with sufficient access, time and support, to enable the relevant Utility Company to undertake the mitigation design and design approval processing and make the new infrastructure required by the mitigation operational, including construction, relocation and commissioning of Utility Infrastructure, and the abandonment by all stakeholders of any replaced utility;
  - (e) City experiences with the same Utility Company for similar Utility Work activities in similar circumstances prior to the Effective Date in relation to the Project that are included in the Disclosed Data, or were reasonably discoverable by Design-Builder through Standard Due Diligence prior to the Financial Bid Response Deadline, including through reasonable enquiries of the City or the applicable Utility Company; and
  - (f) to the extent the factors or information described in sub-paragraphs (a) to (c) above do not clearly establish the basis for a reasonably expected timeline, then the experiences of other contractors in their dealings with similar utility companies in respect of similar Utility Work activities in similar circumstances taking into account relevant differences in LRT or Utility project size, scope, complexity, availability of work space afforded, the existence or lack of project specific binding timelines and protocols and general experiences in adherence to the timelines by these companies.
- 1.295 **“Failure Modes, Effects and Criticality Analysis”** or **“FMECA”** means the analysis described in Section 5.5.10.3 *[Preparation of a FMECA]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.296 **“Failure Reporting, Analysis and Corrective Action”** or **“FRACAS”** means the analysis described in Subsection (c)(ii) of Section 5.5.10.5 *[RAM Demonstration]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.297 **“Field Review Monitor”** has the meaning given in Section 5.5 *[Field Review Monitors]* of Schedule 9 *[Quality Management]*.



- 1.298 **“Final Completion”** means that all the conditions precedent to Final Completion specified in Section 4.2 [*Conditions Precedent to Final Completion*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*] that have not been waived by the City, have been achieved, as certified by the City.
- 1.299 **“Final Completion Date”** means the date on which all of the conditions precedent to Final Completion specified in Section 4.2 [*Conditions Precedent to Final Completion*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*], that have not been waived by the City, have been achieved, as certified by the City in accordance with in accordance with Section 4.5 [*Certification of Final Completion*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*]. It shall be the date shown on the Certificate of Final Completion.
- 1.300 **“Final Design”** means the design complete and issued for construction in respect of a Work Package, produced by Design-Builder in accordance with Schedule 4 [*Design and Construction Protocols*] and meeting all applicable Design and Construction Requirements.
- 1.301 **“Final Design and Construction Report”** has the meaning given in Section 1.2 [Final Design and Construction Report] of Schedule 7 [Construction Completion, Service Readiness and Final Completion].
- 1.302 **“Final Plan”** has the meaning given in Section 9.2.1(e) of Schedule 9 [*Quality Management*].
- 1.303 **“Final Tree Reconciliation Report”** has the meaning given in Section 2-12L [*Tree Retention, Removal, and Protection/Preservation*] of Schedule 5 [*D&C Performance Requirements*].
- 1.304 **“Financial Bid”** means the financial proposal “CLSE-3” submitted by Design-Builder in response to the RFP.
- 1.305 **“Financial Bid Response Deadline”** means the “CLSE-3” submission date of March 25, 2024.
- 1.306 **“FOIP Act”** has the meaning given in Section 1 [*Purpose*] of Schedule 18 [*Freedom of Information and Protection of Privacy*].
- 1.307 **“Force Account Rates”** means the rates noted in Appendix 13A [*Force Account Rates*] of Schedule 13 [*Changes*], as the same may be revised from time to time in accordance with the Agreement.
- 1.308 **“Force Majeure Event”** means the occurrence after the Effective Date of one or more of the following events which directly causes either Party to be unable to perform all or a material part of its obligations under the Agreement:
- (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 of the Infrastructure and/or the Lands; or
  - (c) pressure waves caused by devices traveling at supersonic speeds.
- 1.309 **“Forensic Schedule Analysis”** has the meaning given in Section 9.2 [*Procedure on Force Majeure Event*] of the Agreement.
- 1.310 **“Forest Reclamation/Restoration Specialist”** means the person appointed to develop and oversee implementation of the Naturalization Plan.

- 1.311 **“Forested Area”** means existing areas primarily consisting of trees and other vegetation identified in Table 2 of, and the drawings contained in, the Tree Valuation Inventory.
- 1.312 **“Franchise Agreements”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.313 **“FTRP Initiating Party”** has the meaning given in Section 3.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.314 **“FTRP Receiving Party”** has the meaning given in Section 3.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.315 **“Full Closure”** means a closure of all through traffic lanes throughout all, or any portion of, a Roadway section described in Table 1-5.2.5.1 *[Roadway Section Restrictions and Roadway Categories]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.316 **“Full Construction Schedule”** has the meaning given in Section 2.1(b) of Schedule 3 *[Construction Schedule]*.
- 1.317 **“Future Utility Work”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.318 **“GBR Area”** has the meaning given in Appendix 4-1.2A *[23 Avenue Underpass – Geotechnical Baseline Conditions]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.319 **“GeoEdmonton”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.320 **“Geometry Control Plan and Procedure”** means the plan and procedures prepared in accordance with Section 4-4.9.2.5 *[Geometry Control Plan and Procedure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.321 **“Greenhouse Gas”** or **“GHG”** means any gas that is a “specified gas” as defined under the Emissions Management and Climate Resilience Act (Alberta).
- 1.322 **“GHG and Environmental Benefits”** has the meaning given in Section 1 *[Environmental Obligations – General]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.323 **“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 in the Province of Alberta, provided that this definition applies throughout the Project Work.
- 1.324 **“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 to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

- 1.325 “**Grade Crossing Warning System**” or “**GCWS**” means an interconnection of various devices and their controls used to indicate, and protect, by means of gates, bells and lights, the approach and/or presence of a Train at an At-Grade Crossing.
- 1.326 “**Grade Separated**” means a cross-sectional form of Trackway located above or below the adjacent Roadway.
- 1.327 “**GST**” means the value-added tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.
- 1.328 “**Handover Index**” has the meaning given in Section 6.2 [*Inspection and Test Plans*] of Schedule 9 [*Quality Management*].
- 1.329 “**Harmful Code**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.330 “**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.
- 1.331 “**Hazard Analyses**” means analyses performed to identify hazardous conditions for the purpose of their mitigation or control and “**Hazard Analysis**” shall have a corresponding meaning.
- 1.332 “**Hazard Log**” means the document in which hazards are identified and the decisions, solutions adopted, and implementation status are recorded or referenced.
- 1.333 “**Hazardous Substances**” means hazardous substances as that term is defined in EPEA.
- 1.334 “**Hazardous Substances and Waste Management Plan**” means the plan prepared by Design-Builder in accordance with Section 15.7(d) of Schedule 10 [*Environmental Performance Requirements*].
- 1.335 “**Health and Safety Management System**” means the occupational health and safety management system developed by Design-Builder in accordance with Section 2.1 [*Health and Safety Management System*] of Schedule 11 [*Construction Safety Requirements*].
- 1.336 “**Held Rights**” has the meaning given in Section 3.4(b) of Schedule 8 [*Intellectual Property*].
- 1.337 “**Heritage Valley North Station**” means the at-grade station located north of Ellerslie Road.
- 1.338 “**High Floor Design Guidelines**” or “**HFDG**” means the document entitled City of Edmonton High Floor LRT Design Guidelines that provides guidance on implementing the requirements for the Project and available on the City’s website.
- 1.339 “**High Floor Operations and Maintenance Parameters**” means the document entitled High Floor Operations and Maintenance Parameters that describes the operations and LRT ROW maintenance parameters for the high floor LRT network which is included as Appendix 5-1B [*Operations and Maintenance Parameters*].
- 1.340 “**High Floor LRT Signal Engineering Manual**” means the City of Edmonton High Floor LRT Signal Engineering Manual available in the Data Room.
- 1.341 “**High Water Level**” or “**HWL**” means the maximum water level within a Stormwater Management Facility during its design event.

- 1.342 “**Historical Resources**” means property of archaeological, paleontological or heritage significance located in, under or on the City Lands.
- 1.343 “**Historical Resources Act**” means the *Historical Resources Act* (Alberta).
- 1.344 “**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 of the date of this Agreement.
- 1.345 “**HST**” means the value-added tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.
- 1.346 “**Hyper Escalation**” means a material and rapid increase in any one of the indices referenced in Table 16B.1 [*Escalation Indices*] of Schedule 16 [*Payment Mechanism*], which can be reasonably attributed to a Force Majeure or Limited Relief Event. For this purpose a material and rapid increase means:
- (a) an increase in any one of the indices by the threshold percent or more in any 6-month period; and
  - (b) for that index which demonstrates an increase of the threshold percent or more in any 6 month period, a cumulative increase of the threshold percent or more from the Base Date.
- Threshold percent as referenced above means the applicable threshold percent as shown in Table 16B.1 [*Escalation Indices*] of Schedule 16 [*Payment Mechanism*]
- 1.347 “**Identified Encumbrances**” means all Encumbrances specifically identified in Schedule 14 [*City Lands*] Appendix 14A [*City Lands Descriptions and Identified Encumbrances*].
- 1.348 “**In-Service Road Safety Audit**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.349 “**In-Service Road Safety Audit Report**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.350 “**In-Service Road Safety Audit Certificate**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.351 “**In-Service Road Safety Response Report**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.352 “**Incident**” has the meaning given in Section 3.1 [*Incident Reporting and Claims Adjuster*] of Schedule 17 [*Insurance and Performance Security Requirements*].
- 1.353 “**Included Source Materials**” has the meaning given in Section 4.2(d) of Schedule 8 [*Intellectual Property*].
- 1.354 “**Incomplete City Utility Work**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.355 “**Incorporated Infrastructure**” means Existing Infrastructure located on the Lands which is incorporated into, or forms part of, the Infrastructure.

- 1.356 “**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.
- 1.357 “**Indemnifiable Taxes**” has the meaning given in Section 7.5 [*Taxes*] of the Agreement.
- 1.358 “**Indemnified Party**” has the meaning given in Section 17.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.359 “**Indemnifying Party**” has the meaning given in Section 17.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.360 “**Indemnity Claim**” has the meaning given in Section 17.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.361 “**Independent Road Safety Auditor**” has the meaning given in Section 5.9 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.362 “**Independent Safety Assessor**” has the meaning given in Section 5.3 [*Independent Safety Assessor*] of Schedule 4 [*Design and Construction Protocols*].
- 1.363 “**Indigenous Stakeholders**” refers to Stakeholders listed on Appendix 12A [*Indigenous Engagement: Shareholders*] to Schedule 12 [*Communications and Engagement*].
- 1.364 “**Indirect Losses**” means losses 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 Design-Builder specifically under or in connection to the Agreement and this Project) and not by third parties, or for consequential loss or for indirect loss, including overhead, of any nature suffered or allegedly suffered by either Party.
- 1.365 “**Industrial Control System**” or “**ICS**” means the remote monitoring and control system for the ETS LRT Network.
- 1.366 “**Ineligible Utilities Costs**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.367 “**Infrastructure**” means all civil, structural, mechanical, electrical, instrumentation, Equipment, components, systems, sub-systems, Spare Parts and other improvements to be designed, created, constructed, procured, supplied, tested, or commissioned by Design-Builder pursuant to the Agreement, including all light rail transit infrastructure, equipment, components, systems and sub-systems, Incorporated 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, and including any System Enhancements.
- 1.368 “**Infrastructure Training and Assessment Plan**” has the meaning given in Section 8.2 [*Infrastructure Training and Assessment Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.369 “**Infringed Party**” has the meaning given in Section 4.14(c) of Schedule 8 [*Intellectual Property*].

- 1.370 “**Infringement Claim**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.371 “**Infringing Intellectual Property**” has the meaning given in Section 4.14(c) of Schedule 8 *[Intellectual Property]*.
- 1.372 “**Inherent Availability**” means the Availability ensured by the Design. Delays such as logistical and administrative delays are excluded.
- 1.373 “**Initial Countdown Notice**” has the meaning given in Section 2.1 *[Initial Countdown Notice]* of Schedule 7 *[Construction Completion, Service Readiness and Final Completion]*.
- 1.374 “**Initial PICO Notice**” has the meaning given in Section 6.1 *[Initial Countdown Notice]* of Schedule 7 *[Construction Completion, Service Readiness and Final Completion]*.
- 1.375 “**Initial Eligible Utilities Costs**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.376 “**Initial Meeting**” has the meaning given in Section 3.3 *[Diligent Negotiation]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.377 “**Initial Submission**” has the meaning given in Section 3.5 *[Fast Track Referee Process]* in Schedule 20 *[Dispute Resolution Procedure]*.
- 1.378 “**Initiating Party**” has the meaning given in Section 3.2 *[Dispute Notice and Response]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.379 “**Innovation Proposal**” has the meaning given in Section 6.1 *[Innovation and Value Engineering]* of Schedule 13 *[Changes]*.
- 1.380 “**Inquiry Register**” means the register required to be established by Design-Builder pursuant to Section 5.1(g) of Schedule 12 *[Communications and Engagement]*.
- 1.381 “**Inspection and Test Plan**” means a plan prepared by Design-Builder in accordance with Section 6.2 *[Inspection and Test Plans]* of Schedule 9 *[Quality Management]*.
- 1.382 “**Insurance Proceeds**” means the amount of any insurance proceeds received by a Person pursuant to any policy of insurance required to be maintained under the 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 8.2 *[Design-Builder’s Obligations – Damage or Destruction]*, Section 8.5 *[Application of Insurance Proceeds If No Termination]* and Section 8.6 *[Application of Insurance Proceeds In Case of Termination]*, insurance proceeds received by Design-Builder from any delay in start-up insurance obtained by the Design-Builder.
- 1.383 “**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 the 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 8.2 *[Design-Builder’s Obligations – Damage or Destruction]*, Section 8.5 *[Application of Insurance Proceeds If No Termination]* and Section 8.6

*[Application of Insurance Proceeds In Case of Termination]*, insurance proceeds Design-Builder is entitled to receive from any delay in start-up insurance obtained by the Design-Builder.

- 1.384 “**Integrated Pest Management Plan**” has the meaning given in Section 12 *[Integrated Pest Management Plan]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.385 “**Integrated Project Management Plan**” has the meaning given in Section 2.1(a) *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.386 “**Integrated Testing and Commissioning**” means all of the work, activities and tasks required to completely and successfully complete the integration of the LRVs into the CLSE.
- 1.387 “**Integrated Testing and Commissioning Readiness Date**” means the date upon which the Infrastructure is able to safely support dynamic testing using ETS assets and personnel.
- 1.388 “**Integration**” means the Design, Construction, testing, inspection and Testing 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 otherwise as required in accordance with the Agreement, and “**Integrated**” and “**integrate**” shall have a corresponding meaning.
- 1.389 “**Integration Manager**” means the Key Individual identified by such title in Appendix 26A *[Key Individuals Specific Mandatory Requirements]* of Schedule 26 *[Representatives and Key Individuals]*, or such replacement as may be designated by Design-Builder pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.390 “**Integration Management**” has the meaning given in Section 5.6 *[Integration Management]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.391 “**Integration Management Sub-Plan**” means the plan described in Section 5.2.2.1 *[Integration Management Sub-Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.392 “**Integration Register**” has the meaning given in Section 5.6 *[Integration Management]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.393 “**Integration Sub-committee**” means the sub-committee described in Section 5.6.4 of Schedule 4 *[Design and Construction Protocols]*.
- 1.394 “**Intellectual Property**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.395 “**Intellectual Property Rights**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.396 “**Interface Log**” has the meaning given in Section 5.7.2.3 *[Interface Log]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.397 “**Interface Management Plan**” has the meaning given in Section 5.7.1 *[Interface Scope]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.398 “**Interface Matrix**” has the meaning given in Section 5.7.2.2 *[Interface Matrix]* of Schedule 4 *[Design and Construction Protocols]*.

- 1.399 “**Interim Design**” means a design in respect of a component of the Infrastructure, produced by Design-Builder in accordance with Schedule 4 [*Design and Construction Protocols*] which is still in development and is not a Final Design.
- 1.400 “**Interim Design Review Sub-committee**” means the sub-committee established pursuant to Section 6.8(g) of Schedule 4 [*Design and Construction Protocols*].
- 1.401 “**Interlocking**” means an arrangement of signals that allows the safe passage of one or more trains through an arrangement of tracks while preventing conflicting movements.
- 1.402 “**IP Certificate**” has the meaning given in Section 4.15(a) of Schedule 8 [*Intellectual Property*].
- 1.403 “**Issues Management**” has the meaning given to it in Section 3.10 [*Issues Management*] of Schedule 12 [*Communications and Engagement*].
- 1.404 “**Integration Plan**” has the meaning given in Section 2.5.3 [*Integration Plan*] of Schedule 6 [*Testing and Commissioning*].
- 1.405 “**Invoice Date**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 27 [*Compensation on Termination*].
- 1.406 “**Key Date(s)**” means a date/dates included in Appendix 3A [*Key Dates*] of Schedule 3 [*Construction Schedule*].
- 1.407 “**Key Individuals**” has the meaning given in Section 3.1(a) of Schedule 26 [*Representatives and Key Individuals*].
- 1.408 “**Kiss and Ride**” means a designated Passenger pick-up and drop-off area located adjacent to an ETS facility.
- 1.409 “**Known Contaminated Locations**” has the meaning given in Section 15.4 [*Known Contamination*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.410 “**Lands**” means the City Lands, Adjoining Lands and any Additional Lands.
- 1.411 “**Landscape Final Completion Date**” means the date that falls two years after the Construction Completion Date, subject to extension under Section 5 [*Landscape Final Completion*] of Schedule 7 [*Construction Completion, Service Readiness and Final Completion*].
- 1.412 “**Landscape Final Completion Requirements**” has the meaning given in Section 2-11 [*Landscape Maintenance and Establishment*] of Schedule 5 [*D&C Performance Requirements*].
- 1.413 “**Landscaped Areas**” means all areas of the Lands required to be landscaped in accordance with Section 2-9 [*Landscape Architecture*] of Schedule 5 [*D&C Performance Requirements*].
- 1.414 “**Lane Closure**” means the reduction of a travel lane width to less than the minimum allowed 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.
- 1.415 “**Lane Closure Adjustment**” means the sum, in Canadian dollars, calculated in accordance with Section 3.1 [*Lane Closure Adjustment*] of Schedule 16 [*Payment Mechanism*] that represents the cost of periodic lane reductions and road closures along construction corridors.
- 1.416 “**Lane Closure Hour Adjustment Rate**” means the applicable rate as reflected in Table 1 [*Lane Closure Hour Adjustment Rates*] of Schedule 16 [*Payment Mechanism*].



- 1.417 “**Lane Closure Hours**” means the total number of hours that a Lane Closure is in effect.
- 1.418 “**Lead Track**” means tracks connecting the Mainline Track to Yard Track.
- 1.419 “**LEED**” means Leadership in Energy and Environmental Design.
- 1.420 “**LEED Amount**” has the meaning given in Section 4.4 [Climate Resiliency Requirements and LEED Silver Certification] of Schedule 4 [Design and Construction Protocols].
- 1.421 “**LEED Letter of Credit**” has the meaning given in Section 4.4 [Climate Resiliency Requirements and LEED Silver Certification] of Schedule 4 [Design and Construction Protocols].
- 1.422 “**LEED Letter of Credit Holdback**” has the meaning given in Section 4.4 [Climate Resiliency Requirements and LEED Silver Certification] of Schedule 4 [Design and Construction Protocols].
- 1.423 “**LEED Rating System**” means CaGBC’s Leadership in Energy & Environmental Design (LEED) v4.
- 1.424 “**LEED Silver Certification**” means the award of a LEED Silver certification from the CaGBC under the LEED Rating System.
- 1.425 “**Legal Fault**” means negligence, nuisance, 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 Design-Builder shall include the Legal Fault of a Design-Builder Person and with respect to the City shall include the Legal Fault of a City Person.
- 1.426 “**Legislative Holdback**” means the holdback(s) to be retained under Section 18(1) of the PPCLA.
- 1.427 “**Legislative Holdback Payment**” means the payment described in Section 2.6 [*Legislative Holdback Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.428 “**License**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.429 “**License Breach Order**” has the meaning given in Section 4.3(d) of Schedule 8 [*Intellectual Property*].
- 1.430 “**Licensed Intellectual Property**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.431 “**Licensee**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.432 “**Licensor**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.433 “**Light Rail Transit**” or “**LRT**” means a transit system that utilizes LRVs that run on tracks in a dedicated corridor.
- 1.434 “**Light Rail Vehicle**” or “**LRV**” refers to a single bi-directional passenger rail transit vehicle, used to carry passengers on the Capital Line LRT system.
- 1.435 “**Limited Relief Event**” has the meaning given in Section 10.1.2 [*Limited Relief Events*] of the Agreement

- 1.436 “**Line-of-Sight**” means an operational constraint where the Train Operator is solely responsible for the safe movement of the train.
- 1.437 “**Liquidated Damages Deduction**” has the meaning given in Section 2.4 [*Liquidated Damages Deduction*] of Schedule 16 [*Payment Mechanism*].
- 1.438 “**Llew Lawrence OMF**” means the new operations and maintenance facility being constructed adjacent to the Heritage Valley North Station.
- 1.439 “**Llew Lawrence OMF Building Parametric Programming Report**” has the meaning given in Section 7-3.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.440 “**Load Flow Study**” means a mathematical model that incorporates mechanical, electrical, and operational components of the LRT system to evaluate Traction Power System performance.
- 1.441 “**Location-Time Chart**” has the meaning given in Section 3.1 [*Construction Schedule Requirements*] of Schedule 3 [*Construction Schedule*].
- 1.442 “**Lock**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.443 “**Long Stop Date**” means 1 year after the Target Construction Completion Date, as adjusted in accordance with the Agreement.
- 1.444 “**Look Back Period**” means a period of three consecutive calendar months over which the total value of Non-Performance Event Payment Adjustments will be measured on the final day of the period.
- 1.445 “**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.
- 1.446 “**Low Impact Development**” means management of stormwater runoff closest to its source through combining multiple measures that mimic natural processes, including sediment settlement, infiltration, filtering and plant uptake to minimize the impacts of runoff on downstream systems.
- 1.447 “**LRT Corridor**” means the area containing the LRT ROW, redeveloped Roadways, sidewalks, SUPs and other appurtenances.
- 1.448 “**LRT ROW**” means the area within the LRT Corridor containing the Trackway, Stations and Wayside Equipment
- 1.449 “**LRT Signal**” means a luminary device that provides visual indication to a Train Operator for the purpose of controlling Train movements along the Trackway.
- 1.450 “**LRT Zone of Influence**” means a clear zone, based on the clearance requirements as defined in the High Floor Design Guidelines.
- 1.451 “**LRV Supplier**” means the Person that is selected by the City to design, manufacture and supply the LRVs.

- 1.452 **“Mainline TPSS”** means a Traction Power Substation used to provide Traction Power for the Mainline Traction Power System.
- 1.453 **“Mainline Track”** means the track outside the Llew Lawrence OMF between Century Park and Heritage Valley North Stations used for revenue service.
- 1.454 **“Maintenance”** means all inspections, servicing, maintenance, repair and renewal of the Infrastructure.
- 1.455 **“Maintenance Concept”** means the concept developed by Design-Builder pursuant to Section 9.1(h) of Schedule 4 [*Design and Construction Protocols*].
- 1.456 **“Major Deficiency”** means any Deficiency that:
- (a) impacts safety or safe operation of the Infrastructure;
  - (b) impacts the operation where the Deficiency would result in a service affecting impact or delay to a single or multiple trains, as well as impacting the ability to monitor the status of any system; and
  - (c) is a major defect in installation or quality resulting in non-operational impacts that have a direct impact to the public.
- 1.457 **“Major Drainage”** means overland drainage conveyance and storage systems that carry flows not intercepted by, or beyond the capacity of the Minor Drainage system, including associated Stormwater Management Facilities.
- 1.458 **“Major Lane Closure”** has the meaning given in Section 1-5.2.9 A 2 [*Traffic Accommodation Closure Types*] of Schedule 5 [*D&C Performance Requirements*].
- 1.459 **“Major Transit Route Closure”** has the meaning given in Section 1-5.2.9 A1 [*Traffic Accommodation Closure Types*] of Schedule 5 [*D&C Performance Requirements*].
- 1.460 **“Make Good”, “Made Good”, “Making Good”** and derivatives thereof, means, as applicable, repairing, restoring, refurbishing, rehabilitating, removing and replacing or performing filling operation on: (a) the Project Work as required under the Agreement; or (b) any existing components disturbed (including Existing Infrastructure) due to the Project Work, to at least the condition existing at the commencement of the Project Work, in terms of construction integrity, finishes, alignment with existing adjoining surfaces, compatibility of materials and sound attenuation.
- 1.461 **“Manufacturer Warranty”** has the meaning given in Section 6.1 [*Warranty Obligations*] of the Agreement and **“Manufacturer Warranties”** shall have a corresponding meaning.
- 1.462 **“Material Adverse Effect”** occurs when a Default, on its own or taken together with any other Defaults:
- (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 Design-Builder to adhere to its obligations under the Agreement.

- 1.463 **“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 in accordance with Section 3-2.3.2.1 [*Design Speeds*] of Schedule 5 [*D&C Performance Requirements*].
- 1.464 **“Maximum Excess Eligible Utilities Costs Amount”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.465 **“Maximum Operating Speed”** means the posted LRT speed that must not be exceeded by Train Operators, which is controlled by speed check devices.
- 1.466 **“Mean Time between Failure”** or **“MTBF”** means all failures that are attributed to all RAM Failure Categories. MTBF (hours) = operating hours in period /  $\sum$ All failures (Minor, Major, Significant).
- 1.467 **“Mean Time to Repair”** or **“MTTR”** means the statistical mean of the time taken to restore any product, component subsystem or system, or any combination thereof back to operational service, excluding the time required to diagnose the fault and to marshal personnel, equipment and material to site.
- 1.468 **“Minor Drainage”** means an underground storm sewer collection, conveyance and storage system, including: roadway gutters, catch basins, storm leads, manholes, storm sewers, storage tanks, equalization chambers and other appurtenances.
- 1.469 **“Minor Lane Closure”** has the meaning given in Section 1-5.2.9 [*Traffic Accommodation Closure Types*] of Schedule 5 [*D&C Performance Requirements*].
- 1.470 **“Mislocated Utilities”** means the Utility Infrastructure located wholly outside of the deviation allowances set out in Appendix 28-2J [*Utility Deviations*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.471 **“Modification”** or **“Modify”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.472 **“Monthly Construction Payment”** means the sum, in Canadian dollars, determined in accordance with Section 2.2 [*Monthly Construction Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.473 **“Monthly Payment Certificate”** means the certificate in the form of Appendix 16D [*Monthly Payment Certificate*] to Schedule 16 [*Payment Mechanism*].
- 1.474 **“Monthly Payment Forecast”** means the forecast delivered by the Design-Builder pursuant to Section 4.1 [*Monthly Payment Forecast*] of Schedule 16 [*Payment Mechanism*].
- 1.475 **“Monthly Payment Forecast Review”** means the review meeting between the Design-Builder, the City and the City’s Representative as set out in Section 4.2 [*Monthly Payment Forecast Review*] of Schedule 16 [*Payment Mechanism*].
- 1.476 **“Monthly Payment Report”** means the report delivered by the Design-Builder pursuant to Section 4.4 [*Monthly Report*] of Schedule 16 [*Payment Mechanism*].
- 1.477 **“Monthly Progress Report”** means a report as set out in Section 3.2 [*Monthly Progress Report*] of Schedule 4 [*Design & Construction Protocols*].
- 1.478 **“National Building Code Alberta Edition”** or **“NBCAE”** means the National Building Code Alberta Edition 2023 promulgated under the *Safety Codes Act* (Alberta).

- 1.479 “**National Energy Code of Canada for Buildings**” or “**NECB**” means the National Energy Code of Canada for Buildings 2020 promulgated under the *Safety Codes Act* (Alberta).
- 1.480 “**National Fire Code Alberta Edition**” or “**NFCAE**” means the National Fire Code Alberta Edition 2023 promulgated under the *Safety Codes Act* (Alberta).
- 1.481 “**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.
- 1.482 “**Naturalization Areas**” has the meaning given in Section 20.1 [*General Requirements*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.483 “**Naturalization Plan**” means the plan prepared by Design-Builder in accordance with Section 20.3 [*Naturalization Plan*] of Schedule 10 [*Environmental Performance Requirements*].
- 1.484 “**NCR Log**” means the log of Nonconformity Reports as described in Section 9.4.1 [*Nonconformity Report Tracking System*] of Schedule 9 [*Quality Management*].
- 1.485 “**Negotiation Period**” has the meaning given in Section 3.3 [*Diligent Negotiation*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.486 “**Network Management System**” or “**NMS**” means a system for centralized monitoring of all IP networked devices.
- 1.487 “**Night Time**” means the period of time between the hours of 21:00 to 06:00 during Business Days and Non-Business Days.
- 1.488 “**Noise Control Sub-Plan**” means the plan described in Section 6.4.5.2 [*Noise Control Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.489 “**Non-Business Day**” means Saturday, Sunday or statutory holidays in the Province of Alberta.
- 1.490 “**Nonconformity**” means a Deficiency or a failure of the Project Work to adhere to documented procedures.
- 1.491 “**Nonconformity Report**” or “**NCR**” means a document issued in accordance with Section 9.2 [*Addressing Nonconformities*] of Schedule 9 [*Quality Management*], to detail the description, proposed rectification and proposed disposition of an identified Nonconformity.
- 1.492 “**Nonconformity Tracking System**” means a system to track Nonconformity Reports issued by the City or Design-Builder as set out in Section 9.4 [*Nonconformity Report Tracking System*] of Schedule 9 [*Quality Management*].
- 1.493 “**Non-Default Termination Sum**” has the meaning given in Section 4.1 [*Consequences*] of Schedule 27 [*Compensation on Termination*].
- 1.494 “**Non-Performance Event**” or “**NPE**” means an event described in Table 7 [*Non-Performance Events*] of Appendix 16C [*Non-Performance Events Payment Adjustments*] to Schedule 16 [*Payment Mechanism*].
- 1.495 “**Non-Performance Event Payment Adjustment**” or “**NPE Payment Adjustment**” means the adjustment made pursuant to and in accordance with Section 3.4 [*Non-Performance Event Payment Adjustment*] of Schedule 16 [*Payment Mechanism*].

- 1.496 **“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).
- 1.497 **“Notice”** has the meaning given in Section 16.1 [*Notices*] of the Agreement.
- 1.498 **“Notice of Declination”** has the meaning given in Section 3.5(b) [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.499 **“Notice of Default”** means a notice from the City to Design-Builder specifying a Default.
- 1.500 **“Notice of Occupancy”** has the meaning given in Section 1-4.5 [*Maintenance During Construction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.501 **“Notified Party”** has the meaning given in Section 9.2 [*Procedure on Force Majeure Event*] of the Agreement.
- 1.502 **“Notifying Party”** has the meaning given in Section 9.2 [*Procedure on Force Majeure Event*] of the Agreement.
- 1.503 **“O&M Leader”** means the Key Individual identified by such title in Appendix 26A [*Key Individuals Specific Mandatory Requirements*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Design-Builder pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.504 **“Objection Notice”** has the meaning given in Section 3.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.505 **“Observations”** has the meaning as described in Section 4.6 [*Submittal Endorsed “Observations”*] of Schedule 2 [*Submittal Review Procedure*].
- 1.506 **“Occupied Right of Way”** has the meaning given in Section 1-4.5 [*Maintenance During Construction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.507 **“Off-Peak”** means the period of time between the hours of 09:00 to 15:30 and 18:30 to 21:00 during Business Days; 06:00 to 21:00 on Non-Business Days.
- 1.508 **“On-Street Construction and Maintenance”** or **“OSCAM”** means the permissions and procedures required for all work on City road right of ways.
- 1.509 **“Open Source Software”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.510 **“Operating and Maintenance Manual”** has the meaning given in Section 9 [*Operating and Maintenance Manuals*] of Schedule 4 [*Design and Construction Protocols*].
- 1.511 **“Operating Rule Book”** has the meaning given in Section 9.2 [*Standard Operating Procedures and Rule Book*] of Schedule 4 [*Design and Construction Protocols*].
- 1.512 **“Operational and Maintenance Readiness Sub-committee”** means the committee established pursuant to Section 5.11 [*Operational and Maintenance Readiness Sub-committee*] of Schedule 4 [*Design and Construction Protocols*].

- 1.513 “**Operational Availability**” means the Availability obtained under real operating conditions determined by considering the downtime due to failures and operational delays such as logistical and administrative delays, but excluding external causes.
- 1.514 “**Operational Testing**” means the activities to provide confirmation of Service Readiness, by running trains under various operational scenarios between Century Park Station and Heritage Valley North Station without Passengers following Construction Completion.
- 1.515 “**Operations Control Centre**” or “**OCC**” means the operations control facility located at Churchill Station that includes all interfaces, equipment, systems and sub-systems required for the operation of the Capital Line LRT and Metro Line LRT.
- 1.516 “**Operations Restrictions Request**” means a City form used to request operating restrictions of the Capital Line LRT, a copy of which is included in the Data Room.
- 1.517 “**Opportunity Area**” means a defined geographic area within a Character Zone for which specific SUI requirements have been specified.
- 1.518 “**Other Approvals**” has the meaning given in Section 2.1(b) of Schedule 28 [*Project Approvals and Utility Matters*] Part 1 [*Project Approvals*].
- 1.519 “**Other Contractor**” means a City Person or other contractor or consultant that is engaged in the performance of Other Works or City Works at the relevant time and includes the LRV Supplier.
- 1.520 “**Other Structures**” means all:
- (a) Track, track ties and track fixation devices, 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) pole bases, other than OCS pole bases or bases mounted on Transportation Structures.
- 1.521 “**Other Works**” mean any work or activity, other than City Works, City Activities and Utility Works, being performed on the Lands by an Other Contractor at any time during the Term, 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.
- 1.522 **“Overhead Contact 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.
- 1.523 **“Ownership”, “Own”, “Owned”** and **“Owner”** have the meanings given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.524 **“Oxidation Induction Time”** or **“OIT”** has the meaning given in ASTM D3895.
- 1.525 **“Party”** means Design-Builder or the City, as applicable and **“Parties”** means both of them.
- 1.526 **“Passenger”** means a Patron while in an LRV.
- 1.527 **“Patron”** means a user of the Capital Line LRT.
- 1.528 **“Patron Interface Equipment”** means the following items at Stops and Stations: SFVMs, Smart Fare Validators, VMSs, ETS TV screens, ATMs, and corporate advertising screens.
- 1.529 **“Payment Rate Adjustment”** means the rate applied to all Design and Procurement Payments and all Monthly Construction Payments in accordance with Section 1.2 *[Payment Rate Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.530 **“Payment Referee”** has the meaning given in Section 2.1 *[Appointment of Standing Referees]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.531 **“Payments”** means the sum, in Canadian dollars, determined in accordance with Section 1.1 *[Payment for the Project Work]* of Schedule 16 *[Payment Mechanism]*.
- 1.532 **“Peak Traffic”** means the period of time between the hours of 06:00 to 09:00 and 15:30 to 18:30 during Business Days.
- 1.533 **“Pedestrian Clear Width”** means the minimum clear width required between the near edge of the tactile warning strip along the trackside edge of a Platform and obstructions as shown on Figure 5-3.5.1.1B *[Typical Platform Section Diagram]* of Schedule 5 *[D&C Performance Requirements]* and as described in the Access Design Guide (Section I.3.3).
- 1.534 **“Pedestrian Priority Zones”** or **“PPZs”** are delineated areas along the LRT Corridor where safe and comfortable pedestrian movement is intended to be prioritized.
- 1.535 **“Percent Completion”** means the percentage of Project Work that is completed, which results in ‘value in the ground’ to the City, as measured in accordance with Section 4.3 *[Progress Measurement for Percent Completion]* of Schedule 16 *[Payment Mechanism]*.
- 1.536 **“Percent Completion Default Date”** means the date that is 30 months following Commercial Close, provided that such date shall be adjusted to the extent of any adjustment to the Target Construction Completion Date pursuant to a Relief Event, a Limited Relief Event or an event of Force Majeure.
- 1.537 **“Performance Guarantee of DB Guarantor”** means the guarantee of DB Guarantor in the form of Schedule 31 *[Form of Performance Guarantee of DB Guarantor]* to the Agreement.



- 1.538 **“Performance Letter of Credit”** has the meaning given in Section 20.4 [*Performance Letter of Credit*] of the Agreement.
- 1.539 **“Performance Letter of Credit Holdback”** has the meaning given in Section 20.4 [*Performance Letter of Credit*] of the Agreement.
- 1.540 **“Performance Security”** means the Bonds, the Performance Letter of Credit, the Performance Guarantee of DB Guarantor, and the LEED Letter of Credit.
- 1.541 **“Permitted Combination”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.542 **“Permitted Encumbrances”** means all:
- (a) Identified Encumbrances;
  - (b) statutory exceptions, reservations, limitations, provisos, qualifications and conditions contained in the *Land Titles Act* (Alberta) and reservations or exceptions of mines and minerals; and
  - (c) other Encumbrances which do not adversely affect the City Lands licence granted to Design-Builder pursuant to Section 3.1 [*Access and Use*] and the ability of Design-Builder to perform the Project Work as contemplated by this Agreement,
- and **“Permitted Encumbrance”** means any one of them.
- 1.543 **“Permitted Letter of Credit Provider”** means any Schedule 1 Bank whose senior debt subject to conversion under the Canadian bank recapitalization "bail-in" regime is rated by at least two of S&P, Moody's, Fitch or DBRS at or above the following levels, in each case without negative outlook:
- (a) A- or higher by S&P;
  - (b) A3 or higher by Moody's;
  - (c) A- or higher by Fitch;
  - (d) A (low) by DBRS,
- or if no Schedule 1 Bank has such a credit rating, then:
- (e) the then-highest rated Schedule 1 Bank, provided that such bank shall have a minimum rating of BBB or its equivalent from at least two Rating Agencies.
- 1.544 **“Permitted Purposes”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.545 **“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.
- 1.546 **“Person-Hours”** means a unit of hours, planned to be worked or actually worked by one person in performing a Project Work activity.

- 1.547 **“Personnel”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.548 **“PICO Completion”** means that all of the conditions precedent to PICO Completion specified in Section 6.4 *[Conditions Precedent to PICO Completion]* of Schedule 7 *[Construction Completion, Service Readiness and Final Completion]*, that have not been waived by the City, have been achieved, as certified by the City.
- 1.549 **“Pile Concrete”** means the concrete classed as “Pile” in Table 4-3.5.1-1 *[Concrete Classes]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.550 **“Pipeline Company”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.551 **“Pipeline Agreement”** has the meaning given in Section 2.5.4 *[Pipeline Agreements]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.552 **“Pipeline Infrastructure”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.553 **“Pipeline Work”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.554 **“Pit Track”** means track used to access and service the underside of an LRV.
- 1.555 **“Planning Branch”** means the Development Services Branch of Urban Planning and Economy for the City.
- 1.556 **“Platform”** means that portion of the Station designated for Patrons to board and alight from trains.
- 1.557 **“Platform Access Point”** means a location at which Patrons access a Platform ramp from a Sidewalk or SUP.
- 1.558 **“Pocket Track”** means track constructed for the purpose of temporary storage, staging, and branching off the Mainline Track.
- 1.559 **“Positive Drainage”** means continuous downhill grades in which water can flow without ponding.
- 1.560 **“Potential Incident”** means an incident which, if left unresolved has the potential to become a Security Incident.
- 1.561 **“Potential Nonconformity Report”** or **“Potential NCR”** means a document issued by the City in accordance with Section 9.3 *[Potential Nonconformity Reports]* of Schedule 9 *[Quality Management]*, to detail the description of an identified Nonconformity.
- 1.562 **“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.
- 1.563 **“Pre-emption”** is a notification of an approaching Light Rail Vehicle, as forwarded to the Traffic Signal controller by the LRT Signal System.
- 1.564 **“Preliminary Construction Schedule”** has the meaning given in Section 2.1(a) of Schedule 3 *[Construction Schedule]*.

- 1.565 “**Preliminary Public Art Integration Schedule**” has the meaning given in Section 2-5 [*Public Art*] of Schedule 5 [*D&C Performance Requirements*].
- 1.566 “**Pressure Test**” is a test to ensure the safety, reliability, and leak tightness of pressure systems that is required for a pressure system before initial use or an existing pressure system after repair or alteration.
- 1.567 “**Pre-ULA Process**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.568 “**Preventive Action**” means action to eliminate the cause of a potential Nonconformity or other undesirable situation in order to prevent its occurrence.
- 1.569 “**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 7.5(c) Payment. The amount of each Previously Paid Monthly GST Amount shall be:
- (a) the amount of the Section 7.5(c) Payment amortized on a straight line basis over the Payments due over the remainder of the Term following the payment of the Section 7.5(c) Payment subject to an alternative basis on which to amortize the remaining unapplied Section 7.5(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 7.5(c) Payment over the Payments due over the remainder of the Term, and in such event, the remaining unapplied Section 7.5(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 Design-Builder in writing at the same time that the City pays Design-Builder the Section 7.5(c) Payment; and
  - (c) credited to the City in each payment invoice sent by Design-Builder to the City following the payment of the Section 7.5(c) Payment.
- 1.570 “**Prime**” means the annual rate of interest from time to time declared by the Toronto-Dominion Bank (or its successor, in the event of a merger or amalgamation) as its prime rate for Canadian dollar commercial loans in Canada.
- 1.571 “**Prime Contractor**” has the meaning given in Section 1.2 [*Prime Contractor*] of Schedule 11 [*Construction Safety Requirements*] and Appendix 11A [*Prime Contractor Designation*].
- 1.572 “**Process NCR**” has the meaning given in Section 9.4 [*Nonconformity Report Tracking system*] of Schedule 9 [*Quality Management*].
- 1.573 “**Product NCR**” has the meaning given in Section 9.4 [*Nonconformity Report Tracking system*] of Schedule 9 [*Quality Management*].
- 1.574 “**Professional Engineer**” means a professional engineer licensed by the APEGA to practice in the Province of Alberta.
- 1.575 “**Professional Geologist**” means a professional geoscientist licensed by the APEGA to practice in the Province of Alberta.

- 1.576 **“Progress Measurement for Percent Completion”** means the percentage of construction completion as determined in accordance with Section 4.3 [*Progress Measurement for Percent Completion*] of Schedule 16 [*Payment Mechanism*].
- 1.577 **“Prohibited Act”** has the meaning given in Section 19.3 [*Lobbying, Corrupt Practices and Other Prohibited Acts*] of the Agreement.
- 1.578 **“Project”** means:
- (a) the design and construction of the Infrastructure; and
  - (b) all other ancillary work and service required by the Agreement.
- 1.579 **“Project Approval”** has the meaning given in Section 1(a) of Schedule 28 [*Project Approvals and Utility Matters*] Part 1 [*Project Approvals*].
- 1.580 **“Project Description Drawings”** means the drawings included as Appendix 5-1A [*Project Description Drawings*] of Schedule 5 [*Design and Construction Performance Requirements*].
- 1.581 **“Project Documents”** means
- (a) the Agreement;
  - (b) the constating documents for Design-Builder; and
  - (c) all other documents executed and delivered by or on behalf of the parties pursuant to Schedule 25 [*Completion Documents*]
- and **“Project Document”** means any one of such Project Documents.
- 1.582 **“Project Forces Work”** has the meaning given in Section 4.1 [*Cost Plus Percentage Valuation*] of Schedule 13 [*Changes*].
- 1.583 **“Project Intellectual Property”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.584 **“Project Records”** means any Record created or collected for the Project, and includes all Records referenced in Section 4 [*Records to be Kept*] of Schedule 19 [*Records and Reports*].
- 1.585 **“Project Requirements”** means the standards, specifications, procedures, criteria, guidelines and other requirements applicable to the Project Work, including the Design and Construction Requirements and all other requirements set out in the Agreement, as amended, supplemented or replaced from time to time after the Effective Date in accordance with the Agreement.
- 1.586 **“Project Safety and Security Certificate”** has the meaning given in Section 5.4 [*Safety and Security Certification Program*] of Schedule 4 [*Design and Construction Protocols*].
- 1.587 **“Project Work”** means all activities of or required of Design-Builder in connection with the performance of any obligations of Design-Builder under the Agreement, and the conduct of all work and operations of Design-Builder, and/or Design-Builder Persons on, or in relation to, the Project, including the Design and Construction, Integration, Testing and Commissioning, and the performance by Design-Builder of all financial obligations in accordance with the Agreement.
- 1.588 **“Prompt Payment and Construction Lien Act”** or **“PPCLA”** means the *Prompt Payment and Construction Lien Act* (Alberta).

- 1.589 **“Proper Invoice”** means the invoice prepared by the Design-Builder pursuant to Section 5.1 *[Proper Invoice]* of Schedule 16 *[Payment Mechanism]* that represents the Design-Builder’s request for payment.
- 1.590 **“Property Fence”** means a fence on private property.
- 1.591 **“Proposed Plan”** has the meaning given in Section 9.2 *[Addressing Nonconformities]* of Schedule 9 *[Quality Management]*.
- 1.592 **“Protected Tree”** means any tree not identified for removal in the current TRRP Plan.
- 1.593 **“PTFE”** has the meaning given in CAN/CSA S6.
- 1.594 **“Public Address”** or **“PA”** means a system that provides audible notifications at Stations.
- 1.595 **“Public Art”** means artwork acquired for the Project at the locations outlined in Section 2-5 *[Public Art]* of Schedule 5 *[D&C Performance Requirements]*, in accordance with the City of Edmonton policy C458D “Public Art to Enhance Edmonton’s Public Realm”.
- 1.596 **“Public Art Integration Schedule”** has the meaning given in Section 2-5 *[Public Art]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.597 **“Public Art Lead”** means the Design-Builder Person who is leading the Public Art work.
- 1.598 **“Public Engagement”** has the meaning given in Section 3.13 *[Public Engagement]* of Schedule 12 *[Communications and Engagement]*.
- 1.599 **“Public Utility Agreement”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.600 **“Public Utility Company”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.601 **“Public Utility Infrastructure”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.602 **“Public View”** means the view of any portion of the Infrastructure from any location that can be accessed by the general public without trespassing.
- 1.603 **“QMS Lead Auditor”** has the meaning given to it by any of the internationally recognized ISO auditing registrars as distinct from internal auditors by scope and qualifications and recognized by the relevant coursework and certification with an official registrar for an international body for auditing standards built around the requirements for auditing of management systems (ISO 19011 and ISO 9001).
- 1.604 **“Qualification Testing”** means any test that is directed to proving that all requirements regarding Equipment, including any derived requirements, are met as defined in the provisions for satisfactory fulfillment of those requirements.
- 1.605 **“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.
- 1.606 **“Qualified Insurers”** means reputable insurers of good standing in Canada, the United States, the United Kingdom, Europe or Australia having a credit rating of (1) A- or better for three out of the previous five years but no lower than B during the previous five years and a Financial Size

Category not lower than VII by AM BEST, (2) A- for three out of the previous five years but not less than BBB during those five years in respect of long-term financial strength or A-3 for three out of the previous five years but not less than BB+ at any time during those five years in respect of short-term financial strength by Standard and Poor's, (3) the equivalent thereof by any other recognized insurance rating agency, or (4) an insurer acceptable to the City, acting reasonably.

- 1.607 **"Quality"** means the totality of characteristics of a product or service that bear on its ability to satisfy stated and implied requirements or needs.
- 1.608 **"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.
- 1.609 **"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.
- 1.610 **"Quality Audit Plan"** means a documented procedure which identifies the steps used to audit a process, a portion of Project Work or a Subcontractor for compliance with the Quality Management System and which is capable of identifying Nonconformities.
- 1.611 **"Quality Control"** or **"QC"** means inspection, test or examination techniques used to ensure that materials, products or services conform to Project Requirements.
- 1.612 **"Quality Documentation"** means all documentation to be prepared, submitted (where applicable) and implemented by Design-Builder in accordance with Schedule 9 *[Quality Management]*.
- 1.613 **"Quality Field Staff"** has the meaning given in Section 5.2 *[Quality Team]* of Schedule 9 *[Quality Management]*.
- 1.614 **"Quality Management Plan"** or **"QMP"** means each detailed quality management plan of Design-Builder detailing which procedures and associated resources shall be applied by whom and when for each aspect of the Project Work required in accordance with the agreement, including the Design Quality Management Plan and the Construction Quality Management Plan.
- 1.615 **"Quality Management Report"** has the meaning given in Section 3.7 *[Monthly Quality Management Reports]* of Schedule 9 *[Quality Management]*.
- 1.616 **"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]*.
- 1.617 **"Quality Manager"** means the individual described in Section 5.1 *[Quality Manager]* of Schedule 9 *[Quality Management]*, and is the Key Individual identified by such title in Appendix 26A *[Key Individuals Specific Mandatory Requirements]* of Schedule 26 *[Representatives and Key Individuals]*, or such replacement as may be designated by Design-Builder pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.618 **"Quality Manual"** means the manual described in Appendix 9A *[Quality Manual]* of Schedule 9 *[Quality Management]*.
- 1.619 **"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.

- 1.620 **“Quality Policy”** means the overall intentions and direction of Design-Builder related to Quality applicable to the overall organization, (including Design-Builder and the Design-Builder 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.
- 1.621 **“Quality Records”** has the meaning given in Section 3.6 *[Quality Records]* of Schedule 9 *[Quality Management]*.
- 1.622 **“Quality Team”** has the meaning given in Section 5.2 *[Quality Team]* of Schedule 9 *[Quality Management]*.
- 1.623 **“RAM Program”** means the management process outlined in Section 5.5 *[Reliability, Availability, Maintainability (RAM) Program]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.624 **“Rare Plant”** means species with conservation ranks of S1, S2 and S3 in the most current version of the ACIMS data.
- 1.625 **“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.
- 1.626 **“Rebuttal Submission”** has the meaning given in Section 3.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.627 **“Receiving Party”** has the meaning given in Section 3.2 *[Dispute Notice and Response]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.628 **“Record”** has the meaning given to it in the *Freedom of Information and Protection of Privacy Act* (Alberta).
- 1.629 **“Record Drawings”** means signed and sealed drawings prepared by the Appropriate Person, using as-built information, after verifying in detail the actual conditions of the completed Infrastructure as it is constructed, including any changes.
- 1.630 **“Records Management Protocol”** has the meaning given in Section 2 *[Records Management Protocol]* of Schedule 19 *[Records and Reports]*.
- 1.631 **“Record of Comments and Observations Form”** or **“ROCO Form”** has the meaning given in Section 4.11 *[Submittal Reviews – Record Of Comments and Observations (ROCO)]* of Schedule 2 *[Submittal Review Procedure]*.
- 1.632 **“Recovery Schedule”** has the meaning given in Section 5.1 *[Recovery Schedule]* of Schedule 3 *[Construction Schedule]*.
- 1.633 **“Referee”** has the meaning given in Section 3.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.634 **“Referee Agreement”** has the meaning given in Section 2.1 *[Appointment of Standing Referees]* of Schedule 20 *[Dispute Resolution Procedure]*.

- 1.635 **“Referee Appointment Notice”** has the meaning given in Section 3.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.636 **“Referee Notice”** has the meaning given in Section 3.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.637 **“Referee Review Period”** has the meaning given in Section 3.6(d) [*Referee’s Decision*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.638 **“Referee Selection Notice”** has the meaning given in Section 3.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.639 **“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.
- 1.640 **“Reference Wheelchair”** means a wheelchair with dimensions of 1070mm x 660mm, as described in the Alberta Pedestrian Accessibility Design Guide.
- 1.641 **“Registered Professional of Record”** has the meaning given to “registered professional of record” in the National Building Code – Alberta Edition.
- 1.642 **“Regulatory Approval”** has the meaning given in Section 2.1(a) of Schedule 28 [*Project Approvals and Utility Matters*] Part 1 [*Project Approvals*].
- 1.643 **“Reinstatement Plan”** has the meaning given in Section 8.3 [*Reinstatement Plan*] of the Agreement.
- 1.644 **“Reinstatement Work”** has the meaning given in Section 8.2 [*Design-Builder’s Obligations - Damage or Destruction*] of the Agreement.
- 1.645 **“Rejected”** has the meaning given in Section 4.5 [*Submittal Endorsed “Rejected”*] of Schedule 2 [*Submittal Review Procedure*].
- 1.646 **“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.
- 1.647 **“Relief Event”** has the meaning given in Section 10.1.1 [*Relief Events*] of the Agreement.
- 1.648 **“Remedial Action”** has the meaning given in Section 13.7 [*City’s Remedial Rights*] of the Agreement.
- 1.649 **“Removable and Replaceable Components”** has the meaning given in Section 1-7.5.2 [*City Recoverable Items*] of Schedule 5 [*D&C Performance Requirements*].
- 1.650 **“Removal Tree”** means any tree identified for removal in the current TRRP Plan.
- 1.651 **“Replacement Work”** has the meaning given in Section 4.8(c) of Schedule 8 [*Intellectual Property*].
- 1.652 **“Reporting Error”** means any error or omission in the Construction Payment Adjustment included in a report as required in Section 4.4 [*Monthly Payment Report*] of Schedule 16 [*Payment Mechanism*] including any failure to report a Lane Closure, Transit Impact Adjustment, Tree Removal Adjustment or NPE that has occurred during the reporting period.



- 1.653 **“Reporting Failure Deduction”** has the meaning given in Section 4.5 [*Reporting Errors*] of Schedule 16 [*Payment Mechanism*].
- 1.654 **“Representative”** means the City’s Representative or Design-Builder Project Director and **“Representatives”** means both of them.
- 1.655 **“Request for Excess Eligible Utilities Costs Payment”** has the meaning set out in Section 4.1.7 [*Utility Costs*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.656 **“Requirements Management”** has the meaning given in Section 5.8 [*Requirements Management*] of Schedule 4 [*Design and Construction Protocols*].
- 1.657 **“Required Amount”** has the meaning given in Section 20.4 [*Performance Letter of Credit*] of the Agreement.
- 1.658 **“Requirements Management Sub-Plan”** means the plan described in Section 5.2.2.2 [*Requirements Management Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.659 **“Response”** has the meaning given in Section 3.2 [*Dispute Notice and Response*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.660 **“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 Design-Builder to perform its obligations under the 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).

- 1.661 “**Review Period**” has the meaning given in Section 4.2 *[Time for City Review]* of Schedule 2 *[Submittal Review Procedure]*.
- 1.662 “**Review Procedure**” means the procedure set out in Section 4 *[Review Procedure]* of Schedule 2 *[Submittal Review Procedure]*.
- 1.663 “**RFP**” means the sourcing event #DOC3934704949 issued by the City on March 31, 2023 in respect of the Project.
- 1.664 “**RFQ**” means the sourcing event issued by the City on June 9, 2022 in respect of the Project.
- 1.665 “**Rights of Way Consent and Access Agreements**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.666 “**Road Closure**” means the closure to traffic and removal of any portion of a public Roadway or alley, requiring a bylaw process to enable the closure.
- 1.667 “**Road Safety Audit**” means a Detailed Design Road Safety Audit or an In-Service Road Safety Audit.
- 1.668 “**Roadway**” means the driving surfaces of the road, including the travelled lanes, shoulders and shoulder rounding, and where applicable, designated bike lanes.
- 1.669 “**Roadway Boulevard Landscape Area**” means the landscape area between a Roadway and either an adjacent property or walkway as illustrated in Figure 2-9.1 *[LRT Corridor Landscape Areas]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.670 “**Roadway Category**” means the category assigned to each Roadway Section as specified in Table 1-5.2.5-1 *[Roadway Section Restrictions and Roadway Categories]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.671 “**Roadway Island Landscape Area**” means the landscape area within islands or medians within a Roadway intersection as illustrated in Figure 2-9.1 *[LRT Corridor Landscape Areas]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.672 “**Roadway Median Landscape Area**” means the landscape area within the median of a Roadway as illustrated in Figure 2-9.1 *[LRT Corridor Landscape Areas]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.673 “**Roadway Section**” means a Roadway section specified in Table 1-5.2.5-1 *[Roadway Section Restrictions and Roadway Categories]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.674 “**Root Cause**” means a set of circumstances that leads to a Nonconformity, Deficiency, defect or other undesirable situation or a group of Nonconformities, Deficiencies, defects or set of undesirable circumstances.
- 1.675 “**Safety and Security Certification Program**” has the meaning given in Section 5.4 *[Safety and Security Certification Program]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.676 “**Safety and Security Certification Verification Report**” has the meaning given in Section 5.4 *[Safety and Security Certification Program]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.677 “**Safety Management Plan**” or “**SMP**” means a safety management plan prepared by Design-Builder in accordance with Section 3.1 *[Safety Management Plan]* of Schedule 11 *[Construction Safety Requirements]*.

- 1.678 “**Safety Manager**” means the Key Individual identified by such title in Appendix 26A [*Key Individuals Specific Mandatory Requirements*] of Schedule 26 [*Representatives and Key Individuals*], or such replacement as may be designated by Design-Builder pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.679 “**Safety Sub-committee**” means the Safety and Security Review Committee (as defined in the *Handbook for Transit Safety and Security Certification*, published by the U.S. Department of Transportation, Federal Transit Administration).
- 1.680 “**Safe Work Procedures**” or “**SWP**” means a safe work procedure prepared by Design-Builder in accordance with Section 3.4 [*Safe Work Procedures*] of Schedule 11 [*Construction Safety Requirements*].
- 1.681 “**Schedule Basis**” has the meaning given in Section 3.1 [*Construction Schedule Requirements*] of Schedule 3 [*Construction Schedule*].
- 1.682 “**Schedule Update**” has the meaning given in Section 4.1 [*Schedule Updates*] of Schedule 3 [*Construction Schedule*].
- 1.683 “**Secondary Track**” means track that is connected to the Mainline Track for the purpose of switching, dispatching, receiving and storing of trains.
- 1.684 “**Section 7.5(c) Payment**” means payment of the GST payable by the City to Design-Builder under Section 7.5(c) [*Taxes*] of the Agreement (pursuant to paragraph 168(3)(c) of the *Excise Tax Act* (Canada)).
- 1.685 “**Security Incident**” means a breach of the applicable security protocols, as set out in the Security Program or Site Specific Security Plan, as applicable.
- 1.686 “**Security Program**” has the meaning given in Section 1.2 [*Security Program*] of Schedule 29 [*Security Matters*].
- 1.687 “**Selected Referee**” has the meaning given in Section 3.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.688 “**Sensitive Area**” has the meaning given in Section 2 [Environmental Management Mandate] of Schedule 10 [Environmental Performance Requirements].
- 1.689 “**Sensitive Information**” has the meaning given in Section 16.5 [*Public Disclosure of Agreement*] of the Agreement.
- 1.690 “**Serviceability Limit State**” or “**SLS**” has the meaning given in CAN/CSA S6
- 1.691 “**Service Life**” means the period of time for which a component of the Infrastructure is expected to provide its desired function given a specified level of scheduled maintenance.
- 1.692 “**Service Readiness**” means that all of the conditions precedent to permitting the commencement of passenger service of the Capital Line LRT South Extension that have not been waived by the City have been satisfied.
- 1.693 “**Service Readiness Date**” means the date on which Service Readiness occurs.

- 1.694 **“Sewer Service Connection”** means underground pipes that extend through the ROW from property lines to municipal sewers designed to convey runoff from properties to municipal storm or combined sewers, or wastewater from properties to municipal wastewater or combined sewers.
- 1.695 **“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.
- 1.696 **“Shelter”** means a structure described in Section 5-3.5.3 [*Platform Shelters*] of Schedule 5 [*D&C Performance Requirements*].
- 1.697 **“Shop Track”** means Track that is inside any building within an Operations and Maintenance Facility.
- 1.698 **“Shop Traction Power System”** means the Traction Power System that is inside any building within a Maintenance and Storage Facility.
- 1.699 **“Signal Block”** means a discrete section of track that is bounded by Block Signals.
- 1.700 **“Signalling Testing and Commissioning Sub-Plan”** means the plan prepared by Design-Builder in accordance with Section 2.5.2.2 [*Signalling Testing and Commissioning Sub-Plan*] of Schedule 6 [*Testing and Commissioning*].
- 1.701 **“Signal System”** means an integrated system of hardware and software that uses LRT Signals to control the safe movement of trains on the LRT System and is managed through the LRT OCC.
- 1.702 **“Site”** means, at any time and from time to time, a portion of the Lands:
- (a) on which Design-Builder is, or is likely to be, 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.
- 1.703 **“Site Reports”** has the meaning given in Section 8 [*Site Reports*] of Schedule 3 [*Construction Schedule*].
- 1.704 **“Site Specific Security Plan”** has the meaning given in Section 1.5 [*Site Specific Security Plans*] of Schedule 29 [*Security Matters*].
- 1.705 **“Smart Fare Validator”** means a device, located in accordance with Section 5-3.7.4.3 [*Smart Fare Validators*] of Schedule 5 [*D&C Performance Requirements*], for providing tap on / tap off Passenger functionality.
- 1.706 **“Smart Fare Vending Machine”** or **“SFVM”** means a device for collecting fares and issuing tickets for use on the ETS LRT Network.
- 1.707 **“Software”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.708 **“Software Maintenance and Support”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].

- 1.709 **“Software Tools”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.710 **“Soils Available for Reuse”** has the meaning given in Section 15.5 *[Soils Available for Reuse]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.711 **“Source Materials”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.712 **“Spare Parts”** means those spare parts and replacement components which are identified in the Spare Parts List.
- 1.713 **“Spare Parts List”** has the meaning given in Section 5.5.10.4 *[Spare Parts]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.714 **“Specialty Areas”** means a defined geographic area having specific landscape requirements as outlined in Section 2-9.6 *[Character Zones and Speciality Areas]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.715 **“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 rail, guard rail, expansion or sliding rail joints, and restraining devices required as part of the structural interface elements.
- 1.716 **“Specified Existing Infrastructure”** means:
- (a) the existing Trackway at Century Park;
  - (b) the existing Systems Duct Banks at Century Park and the Heritage Valley transit centre;
  - (c) the existing Overhead Contact System at Century Park;
  - (d) the existing 23rd Avenue drainage tunnel;
  - (e) the existing Stormwater Management Facility at the Heritage Valley Park and Ride facility;
  - (f) the existing sanitary sewer and water stubs for the Heritage Valley Park and Ride facility boundary; and;
  - (g) the 111 Street roadway bridge.
- 1.717 **“Splash Zone Surface”** means any surface which may be exposed to de-icing salts, including:
- (a) Roadway, Platform, ramp or sloped walk, SUP and sidewalk surfaces;
  - (b) any surface within 6m horizontally of a Roadway surface to which de-icing salts are applied, unless such surface is at least 3m above the surface receiving de-icing salts;
  - (c) any concrete surface within 2m horizontally of a Platform, SUP or sidewalk surface or any other surface to which de-icing salts are applied, unless such surface is at least 2m above the surface receiving de-icing salts;
  - (d) any steel surface within 2m horizontally of a Platform, SUP, or sidewalk surface or any other surface to which de-icing salts are applied, unless such surface is at least 4m above the surface receiving de-icing salts;

- (e) any Trackway within 30m horizontally of the location at which the track crosses a Roadway; and
  - (f) any buried surfaces within 1.0m below a surface to which de-icing salts are applied, in conjunction with the horizontal limits outlined in 1.717 (b), (c) and (d) above;
  - (g) any Trackway within 2m horizontally of the location at which the track crosses a pedestrian crossing;
  - (h) any interior surface of a Building Structure within 2m of an entrance adjacent to a surface receiving de-icing salts; and
  - (i) any other surface to which de-icing salts are applied;
- 1.718 “**SR&ED**” has the meaning given in Section 7.5 [*Taxes*] of the Agreement.
- 1.719 “**Stakeholder Register**” means the register required to be established by Design-Builder pursuant to Section 5.1(g) of Schedule 12 [*Communications and Engagement*].
- 1.720 “**Stakeholder Relations**” has the meaning given in Section 3.11 [*Stakeholder Relations*] of Schedule 12 [*Communications and Engagement*].
- 1.721 “**Stakeholder Relations Strategy**” means the strategy developed by the City pursuant to Section 5.1(d) of Schedule 12 [*Communications and Engagement*].
- 1.722 “**Stakeholders**” means individuals or groups that have an interest in the Project, with whom Design-Builder will interact in the course of the Project Work, including pursuant to Schedule 12 [*Communications and Engagement*] and Appendix 12B [*Stakeholders*] of Schedule 12 [*Communications and Engagement*].
- 1.723 “**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 as well as information that is reasonably identifiable:
- (a) by an experienced contractor that could have been made by a person earnestly trying to understand a topic or mitigate a potential issue 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; or
  - (b) using means available to the experienced contractor or other inquiries that reasonably could have been made by a person earnestly trying to understand a topic or mitigate a potential issue.
- 1.724 “**Standard Operating Procedures**” means the document that outlines the standard operating procedures developed for Capital Line LRT.
- 1.725 “**Standing Referees**” has the meaning given in Section 2.1 [*Appointment of Standing Referees*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.726 “**Static System Integration Testing and Commissioning Sub-Plan**” means the plan prepared by Design-Builder in accordance with Section 2.5.2.4 [*Static System Integration Testing and Commissioning Sub-Plan*] of Schedule 6 [*Testing and Commissioning*].
- 1.727 “**Station**” means a facility where LRVs will pick up or drop off Passengers.

- 1.728 **“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.
- 1.729 **“Stormwater Management Facility” or “SWMF”** means a surface storage facility that collects and treats site runoff from events up to the design rainfall event, for release at a controlled rate to the downstream sewer system.
- 1.730 **“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.
- 1.731 **“Stray Current”** means the electrical current that flows through paths other than the intended main traction power system circuit.
- 1.732 **“Stray Current Mitigation Program”** means a document that establishes Stray Current control requirements, identifies infrastructure considered in design, and provides verification and validation requirements.
- 1.733 **“Street Lighting”** means the lighting infrastructure required to properly illuminate the Roadway, sidewalks, SUPs, crosswalks, for safety purposes.
- 1.734 **“Street Tree”** means a Canopy Tree or a Columnar Tree planted in the landscape areas identified in Figure 2-9.1 *[LRT Corridor Landscape Areas]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.735 **“Structural Soil Cells”** are a stormwater Low Impact Development approach to managing stormwater runoff closest to its source through the natural processes of filtration, infiltration, storage, evapotranspiration and plant uptake. In addition, to use for LID systems, Structural Soil Cells may be used to provide adequate soil volumes for trees exclusive of use in LID systems.
- 1.736 **“Structure”** means a Building Structure or a Transportation Structure.
- 1.737 **“Subcontract”** means a contract entered into by the Design-Builder or a Subcontractor of any tier, with one or more Persons in connection with the carrying out of Design-Builder’s obligations under the Agreement, as such Subcontract may be amended or replaced from time to time.
- 1.738 **“Sub-contractors” or “Subcontractors”** means any subcontractor of Design-Builder engaged by or through Design-Builder to perform any of the Project Work, including any subcontractor of any other subcontractor at any tier.
- 1.739 **“Subcontractor Embedded Software”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.740 **“Subcontractor Included Software”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.741 **“Subcontractor Intellectual Property”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.742 **“Subcontractor Losses”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 27 *[Compensation on Termination]*.
- 1.743 **“Subcontractor Personnel”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.

- 1.744 **“Subcontractor Separately Licensed Software”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.745 **“Subgrade”** means the compacted native or imported soils below a Roadway, sidewalk, or SUP with adequate bearing capacity to support the pavement structure and loading.
- 1.746 **“Submittal”** has the meaning given in Section 1.1 *[Application]* of Schedule 2 *[Submittal Review Procedure]*.
- 1.747 **“Submittal Schedule and Register”** has the meaning given in Section 6.4 *[Design Management Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.748 **“submitted”** means submitted in accordance with the Review Procedure and **“submit”** shall have a corresponding meaning.
- 1.749 **“SUI Principles”** means the principles that provide a high quality, fully accessible, safe, efficient, visually integrated, and environmentally sustainable LRT Corridor and includes the objectives, key values, themes, aesthetics and other requirements as outlined in Part 2 *[Sustainable Urban Integration and Landscape Architecture]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.750 **“Supplied Goods”** means all equipment, parts and all other tangible personal property of any kind or description (but not consumable) to be supplied by the Design-Builder for incorporation or installation into the Infrastructure.
- 1.751 **“Supply Event”** means any of the following which occurs during the Construction Period and adversely affects the Design-Builder’s ability to obtain Supplied Goods:
- (a) accident in shipping or transportation;
  - (b) imposition of sanctions by a Governmental Authority;
  - (c) unanticipated closure of manufacturing facilities; or
  - (d) delays caused by the suppliers who are providing Supplied Goods that are required pursuant to the Approved Products List.
- 1.752 **“Surety”** means the Person issuing the Bonds.
- 1.753 **“Surrebuttal Submission”** has the meaning given in Section 3.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.754 **“Sustainable Urban Integration”** or **“SUI”** means a focus on the mutually-supportive integration of the Infrastructure into the urban context within which it exists.
- 1.755 **“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.
- 1.756 **“Systems Assurance Guideline”** means the City’s “Systems Assurance Guideline” (October 9, 2019) available as Disclosed Data.
- 1.757 **“System Enhancement”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.758 **“Systems Design Manager”** means the Key Individual identified by such title in Appendix 26A *[Key Individuals]* of Schedule 26 *[Representatives and Key Individuals]*, or such replacement as



may be designated by Design-Builder pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.

- 1.759 “**Systems Duct Bank**” means a buried network of raceways along the LRT corridor for protection of signal, communication, electrical power and City fibre cables.
- 1.760 “**Systems Engineering Management Plan**” has the meaning given in Section 5.2 *[Systems Engineering Management Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.761 “**Target Construction Completion Date**” means the date noted as the Target Construction Completion Date in Appendix 3A *[Key Dates]* of Schedule 3 *[Construction Schedule]*, as adjusted in accordance with the Agreement.
- 1.762 “**Target PICO Completion Date**” means the date noted as the Target PICO Completion Date in Appendix 3A *[Key Dates]* of Schedule 3 *[Construction Schedule]*, as adjusted in accordance with the Agreement.
- 1.763 “**Targeted Groups**” means those groups identified in Table 4-4.6 [Minimum Standard Target Hours, Contract Value and Employment Opportunities for Categories of Target Groups] of Schedule 4 *[Design and Construction Protocols]*.
- 1.764 “**Target Lane Closure Costs**” means the sum, in Canadian dollars, as indicated in Section 3.1.5 of Schedule 16 *[Payment Mechanism]*.
- 1.765 “**Target Transit Impact Costs**” means the sum, in Canadian dollars, as indicated in Section 3.2.4 of Schedule 16 *[Payment Mechanism]*.
- 1.766 “**Target Tree Compensation Cost**” means the sum, in Canadian Dollars as indicated in Section 3.3.4 of Schedule 16 *[Payment Mechanism]*.
- 1.767 “**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.
- 1.768 “**Technical Bid**” means the final technical bid “CLSE-2” submitted by Design-Builder in response to the RFP.
- 1.769 “**Technical Bid Response Deadline**” means the CLSE-2 submission date as set out in the RFP.
- 1.770 “**Technical Documentation**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.771 “**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.
- 1.772 “**Term**” has the meaning given in Section 4.8 of the Agreement.
- 1.773 “**Termination Date**” means the earlier of the Expiry Date and the date of earlier termination of the Agreement in accordance with its terms.
- 1.774 “**Termination Event**” has the meaning given in Section 13.8 *[Termination Events]* of the Agreement.

- 1.775 **“Termination Payment”** means a payment under Schedule 27 *[Compensation on Termination]*.
- 1.776 **“Test Procedures”** has the meaning given in Section 2.9.2 *[Test Procedures]* of Schedule 6 *[Testing and Commissioning]*.
- 1.777 **“Testing and Commissioning”** means inspection, testing, and start-up of the CLSE, including all Equipment, components, systems and sub-systems, for the purpose of verifying the performance of the CLSE and confirming that the CLSE complies with the Design and Construction Requirements and **“Test and Commission”** and **“Tested and Commissioned”** shall have corresponding meanings.
- 1.778 **“Testing and Commissioning Manager”** has the meaning given in Section 2.2 *[Testing and Commissioning Manager]* of Schedule 6 *[Testing and Commissioning]*.
- 1.779 **“Testing and Commissioning Plan”** has the meaning given in Section 2.5.1 *[Testing and Commissioning Plan]* of Schedule 6 *[Testing and Commissioning]*.
- 1.780 **“Testing and Commissioning Register”** has the meaning given in Section 2.9.1 *[Testing and Commissioning Register]* of Schedule 6 *[Testing and Commissioning]*.
- 1.781 **“Testing and Commissioning Schedule”** has the meaning given in Section 2.6 *[Testing and Commissioning Schedule]* of Schedule 6 *[Testing and Commissioning]*.
- 1.782 **“Testing and Commissioning Sub-committee”** has the meaning given in Section 2.3 *[Testing and Commissioning Sub-Committee]* of Schedule 6 *[Testing and Commissioning]*.
- 1.783 **“Testing and Commissioning Program Report”** has the meaning given in Section 2.11.1 *[Testing and Commissioning Program Report]* of Schedule 6 *[Testing and Commissioning]*.
- 1.784 **“Testing and Commissioning Test Report”** has the meaning given in Section 2.9.3 *[Test Reports]* of Schedule 6 *[Testing and Commissioning]*.
- 1.785 **“Testing and Commissioning Work”** means all of the work, activities and tasks required to completely and successfully complete the Testing and Commissioning of the CLSE, including all equipment, components, systems and sub-systems.
- 1.786 **“Third Party Arbitration”** has the meaning given in Section 5.4 *[Consolidation with Third Party Disputes]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.787 **“Third Party Embedded Software”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.788 **“Third Party Input”** has the meaning given in Section 2.2 *[Delivery of Change Estimate]* of Schedule 13 *[Changes]*.
- 1.789 **“Third Party Intellectual Property”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.790 **“Third Party Licensed Software”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.791 **“Third Party Litigation”** has the meaning given in Section 5.4 *[Consolidation with Third Party Disputes]* of Schedule 20 *[Dispute Resolution Procedure]*.

- 1.792 **“Total Capital Cost Amount”** is the amount, in Canadian Base Date dollars, related to Design-Builder’s capital cost, as indicated in Table 6 [*Total Capital Cost Amount*] of Appendix 16A [*Payment Inputs*] to Schedule 16 [*Payment Mechanism*], as the same may be adjusted pursuant to a Change Order Confirmation.
- 1.793 **“Total Existing Number of Lanes”** means the number of lanes within each Roadway section in use associated with each Roadway Section as shown in Table 1-5.2.5-1 [*Roadway Section Restrictions and Roadway Categories*] of Schedule 5 [*D&C Performance Requirements*].
- 1.794 **“Total Future Number of Lanes”** means the number of lanes in each Roadway Section, post construction, as shown in Table 1-5.2.5-1 [*Roadway Section Restrictions and Roadway Categories*] of Schedule 5 [*D&C Performance Requirements*].
- 1.795 **“Track Design Criteria”** has the meaning given in Section 3-1.1.5 [*Reference Standards*] of Schedule 5 [*D&C Performance Requirements*].
- 1.796 **“Track Optimization Study”** has the meaning given in Section 3-1.2.2.1 [*Design Basis*] of Schedule 5 [*D&C Performance Requirements*].
- 1.797 **“Trackway”** means the fixed physical components that directly support and guide a train including all the trackwork components and the supporting structure upon which the track rests.
- 1.798 **“Trackway Boulevard Landscape Area”** means the landscape area between the Trackway edge and a Roadway as illustrated in Figure 2-9.1 [*LRT Corridor Landscape Areas*] of Schedule 5 [*D&C Performance Requirements*].
- 1.799 **“Traction Power”** means the propulsion energy required to operate trains.
- 1.800 **“Traction Power Testing and Commissioning Sub-Plan”** means the plan prepared by Design-Builder in accordance with Section 2.5.2.1 [*Traction Power Testing and Commissioning Sub-Plan*] of Schedule 6 [*Testing and Commissioning*].
- 1.801 **“Traction Power Distribution System”** or **“PDS”** means the system that consists of all feeder (positive and negative) conductors, switches, duct banks, and associated hardware that feeds DC power from the TPSS to the OCS with a return path through the rails..
- 1.802 **“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.
- 1.803 **“Traction Power Substation”** or **“TPSS”** means a facility at which the medium voltage, alternating current from a utility provider’s primary supply system is transformed and rectified to the low voltage direct current power for LRVs.
- 1.804 **“Traction Power System”** or **“TPS”** means an electrical network of Traction Power Substations and electrical distribution cabling and infrastructure to supply energy to an LRV 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.
- 1.805 **“Trade-Marks”** means any registered or unregistered mark, trade-mark, service mark, distinguishing guise, logo, insignia, seal, design or symbol.
- 1.806 **“Traffic Accommodation Plan”** or **“TAP”** has the meaning given in Section 1-5.2.7 [*Traffic Accommodation Plan (TAP)*] of Schedule 5 [*D&C Performance Requirements*].

- 1.807 “**Traffic Accommodation Request**” or “**TAR**” has the meaning given in Section 1-5.2.6 [*Traffic Accommodation Request (TAR)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.808 “**Traffic Accommodation Strategy**” or “**TAS**” has the meaning given in Section 1-5.2.8 [*Traffic Accommodation Strategy*] of Schedule 5 [*D&C Performance Requirements*].
- 1.809 “**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.
- 1.810 “**Traffic Controller**” means a computerized control and coordination system for lighting traffic signals at signalized intersections.
- 1.811 “**Traffic Signal**” means a traffic control device for motorists, cyclists and pedestrians.
- 1.812 “**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.
- 1.813 “**Train Operator**” means a person having exclusive control over the operation of an LRV or other rail borne equipment.
- 1.814 “**Training Program**” means the program developed by Design-BUILDER pursuant to Section 8.1 [*Training and Assessment Program*] of Schedule 4 [*Design and Construction Protocols*].
- 1.815 “**Transit Impact Adjustment**” means the sum, in Canadian dollars, calculated in accordance with Section 3.2 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*] that represents the cost of delay along construction corridors and periodic road closures that impact operation of the City’s Bus Network.
- 1.816 “**Transit Impact Roadway Section**” means any of the Roadway Sections defined in Table 3 [*Daily Transit Impact Rates*] and Table 4 [*Daily Transit Closure Rates*] of Schedule 16 [*Payment Mechanism*].
- 1.817 “**Transit Notification**” means written notice provided to the City in accordance with Section 1-5.1 [*Transportation Management Coordination*] of Schedule 5 [*D&C Performance Requirements*] regarding impacts to a Roadway identified as servicing one or more bus routes.
- 1.818 “**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.
- 1.819 “**Transportation Accommodation**” means the safe accommodation of vehicular, bicycle, pedestrian and other travel modes through or adjacent to an active work site.
- 1.820 “**Transportation Closure**” means the closure of any vehicular, bicycle or pedestrian route.
- 1.821 “**Transportation Management**” means the coordination of safe and efficient routes for all transportation modes, including vehicles, bicycles and pedestrians, through or around work sites.
- 1.822 “**Transportation Management Plan**” has the meaning given in Section 7.4.1 [*Transportation Management Plan (TMP)*] of Schedule 4 [*Design and Construction Protocols*].

- 1.823 **“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) bridges, excluding pedestrian bridges with a span less than 10m;
  - (b) retaining walls with a maximum exposed height above finished grade over 1.2m;
  - (c) Trackway slabs;
  - (d) Trackway supporting structures;
  - (e) OCS pole bases and bases mounted on Transportation Structures;
  - (f) slope stabilization measures; and
  - (g) Utility protection structures.
- 1.824 **“Transportation Utility Corridor”** or **“TUC”** means the area of land regulated by Alberta Infrastructure. The TUC is shown in Appendix 14B *[City Lands Site Plans]* of Schedule 14 *[City Lands]*.
- 1.825 **“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.
- 1.826 **“Tree Management Log”** means a detailed log produced and maintained by Design-Builder regarding practices and incidents related to existing Protected Trees.
- 1.827 **“Tree Removal Adjustment”** means the sum, in Canadian dollars, to be paid or deducted from Payments by the City to Design-Builder in accordance with the Agreement, as calculated in Section 3.3 *[Tree Removal Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.828 **“Tree Retention, Removal, and Protection/Preservation Plan”** or **“TRRP Plan”** means a plan developed by Design-Builder regarding existing trees and Forested Areas within the Lands in accordance with Section 2-12 *[Tree Retention, Removal, and Protection/Preservation]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.829 **“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.
- 1.830 **“Tree Valuation Inventory”** means the tree valuation inventory included in the Disclosed Data of existing trees within the Lands as set out in Section 2-12 *[Tree Retention, Removal, and Protection]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.831 **“Twin Brooks Station”** means the Station that is part of the Infrastructure located on the west side of 111 Street NW north of 9 Avenue NW.
- 1.832 **“Type GU”** has the meaning given in CSA A3001.
- 1.833 **“Type HS”** has the meaning given in CSA A3001.
- 1.834 **“ULA Process”** has the meaning given in Section 6.1.5 *[Utility Work Requirements]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.

- 1.835 **“Ultimate Buildout”** means the final configuration of the Llew Lawrence OMF including future expansion by Other Contractors to meet the final stage functional programming for the facility.
- 1.836 **“Ultimate Limit State”** or **“ULS”** has the meaning given in CAN/CSA S6.
- 1.837 **“Undisclosed Functionality”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.838 **“Universal Transverse Mercator”** or **“UTM”** is a 2-dimensional coordinate system to give locations on the surface of the Earth.
- 1.839 **“Unusable Soil”** has the meaning given in Section 15.5 *[Soils Available for Reuse]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.840 **“Unsuitable Soil”** means soil not suitable in accordance with Good Industry Practice for embankment fill construction including peat, roots, stumps, buried topsoil, garbage, construction debris, or wet material (minimum 10% over optimum moisture content).
- 1.841 **“Use”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.842 **“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.
- 1.843 **“Utility Agreement”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.844 **“Utility Best Practices”** has the meaning given in Section 2.2 *[Utility Best Practices]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.845 **“Utility Company”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.846 **“Utility Company Breach”** means a breach of, or a non-compliance by a Utility Company with, a specific requirement or obligation set out in an Existing Utility Agreement, or Pipeline Agreement, including a failure to comply with a specified timeframe for review, response or performance of any other obligation, provided the City has not confirmed in a City Support Statement or otherwise in writing (and acknowledged by Design-Builder), or it has been determined through the Dispute Resolution Procedure, that the requirement is not relevant or applicable to the Utility Work activity in question.
- 1.847 **“Utility Company Fault”** means the Legal Fault of a Utility Company in its performance of Utility Work.
- 1.848 **“Utility Complex”** or **“UC”** means a facility, configured as a typical and expandable building form, that houses various LRT systems rooms including those for Traction Power Substations, signals, communications, electrical distribution, mechanical and others as required.
- 1.849 **“Utility Complex Site”** means the boundaries for each locations of the Utility Complex, as defined in Appendix 5-1A *[Project Description Drawings]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.850 **“Utility Conflict(s)”** has the meaning given in Section 6.2 *[Utility Conflicts]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.

- 1.851 **“Utility Coordination”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.852 **“Utility Coordination Plan”** has the meaning given in Section 2.4 *[Utility Coordination Plan]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.853 **“Utility Design”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.854 **“Utility Infrastructure”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.855 **“Utility Infrastructure Left in Place”** has the meaning given in Section 6.4 *[Utility Infrastructure Left in Place]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.856 **“Utility Report”** has the meaning given in Section 2.7 *[Utility Work Reporting]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.857 **“Utility Service Connections”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.858 **“Utility Work”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.859 **“Utility Work Relief Event”** has the meaning given in Section 11.1 *[Relief Event Defined]* of the Agreement.
- 1.860 **“Variable Message Sign”** or **“VMS”** means a sign meeting the requirements set out in Section 5-3.7.4.4 *[Variable Message Signs]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.861 **“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.
- 1.862 **“Vegetation Handback Requirements”** has the meaning given in Section 24(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.863 **“Vehicle Running Clearance Envelope”** or **“VRCE”** means the space within which no physical parts of the LRT system may exist, other than the design vehicle. VRCE is calculated by adding superelevation effects, curvature effects, trackwork installation and maintenance tolerances, and structural clearances to the DVDE.
- 1.864 **“Vibration Control Sub-Plan”** means the plan described in Section 6.4.5.1 *[Vibration Control Sub-Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.865 **“Visual Screen Fence”** means the wooden fence along the east and west sides of 111 Street.
- 1.866 **“Vital”** means a system or subsystem, the function of which directly affects the safe operation of trains.
- 1.867 **“Vital Controller”** or **“VC”** means a Vital microprocessor-based system for controlling switch machines and LRT Signals.
- 1.868 **“Warranty Certificate”** means a certificate setting out a manufacturer’s obligations to the City with respect to a Manufacturer’s Warranty, in accordance with Section 6.1 *[Warranty Obligations]* of the Agreement.

- 1.869 **“Warranty Period”** means the period of time beginning at the Construction Completion Date and ending two years after the Construction Completion Date as such period may be extended pursuant to Section 6.2(a) of the Agreement.
- 1.870 **“Warranty Work”** has the meaning given in Section 6.2 [*Warranty Work and Prompt Repair of Warranty Work*] of the Agreement.
- 1.871 **“Wayside”** means areas along the Trackway where LRT related systems and equipment may be placed.
- 1.872 **“Wayside Equipment”** means permanently affixed equipment, which is situated within the LRT ROW.
- 1.873 **“Wayside Equipment Enclosure”** means a Structure, other than a Utility Complex, enclosing any Wayside Equipment.
- 1.874 **“WBS Discipline”** means the disciplines associated with engineers, architects, landscape architects and any other professionals engaged to deliver the Project as delineated in the Work Breakdown Structure in Appendix 4A [*Work Breakdown Structure*] of Schedule 4 [*Design and Construction Protocols*].
- 1.875 **“Wick Drain”** means a drainage system that can be located below pavement structures, and are designed to collect and convey subsurface water preventing that water from impacting the Subgrade or pavement structure.
- 1.876 **“Wildlife Crossing Bench”** means a flat surface in a Bridge Abutment designed to safely carry animals underneath Roadways and Trackways.
- 1.877 **“Witness Points”** has the meaning given in Section 6.2 [*Inspection and Test Plans*] of Schedule 9 [*Quality Management*].
- 1.878 **“Work Breakdown Structure”** or **“WBS”** means the structure identified in Appendix 4A [*Work Breakdown Structure*] to Schedule 4 [*Design and Construction Protocols*]
- 1.879 **“Work Package”** has the meaning given in Section 2 [Integrated Project Management Plan] of Schedule 4 [Design and Construction Protocols].
- 1.880 **“Work Systems Ergonomics Report”** means the report prepared pursuant to and in accordance with Section 5.10 [*Work Systems Ergonomics Specialist*] of Schedule 4 [*Design and Construction Protocols*].
- 1.881 **“Work Systems Ergonomics Specialist”** means a specialist dealing with the application of fundamental principles of ergonomics in the design of work systems for human use.
- 1.882 **“Yard Track”** means any track within an operation and maintenance facility that is not inside a building.
- 1.883 **“Yard Track Traction Power System”** means a Traction Power System within the Llew Lawrence OMF external of any buildings.

## 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 the 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. All references to Sections within a Schedule refer to Sections within that Schedule unless otherwise indicated.
- (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 the Agreement shall have the meanings given to such terms in this Schedule 1 [*Definitions and Interpretation*], 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 Design-Builder 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 Design-Builder and shall be construed and interpreted as if the words Design-Builder 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.
- (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 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 Law 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 Design-Builder 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 Design-Builder 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 Design-Builder'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.

- (iv) Where the Agreement stipulates neither a time nor date for the performance of an obligation or delivery of a document, the latest time for performance or delivery shall be 5:00 p.m. on the day of performance or delivery, 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 the Agreement, the Parties shall each perform all of their obligations under the 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 Design-Builder or the City they shall be construed and interpreted as synonymous and to read Design-Builder shall or the City shall as the case may be.
- (dd) Costs Without limiting Schedule 16 [*Payment Mechanism*], whenever the Agreement obliges the City to pay any amount to Design-Builder in respect of any costs, expenses, fees, charges, liabilities, losses, claims or other sums incurred by Design-Builder:
  - (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 Design-Builder), so much of them as are proper and reasonable; and
  - (ii) Design-Builder 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 Design-Builder 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 Design-Builder 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) Inferable The terms properly inferable, readily apparent and readily discoverable as used in the Agreement, in respect of the Project Work, shall be interpreted by taking into consideration Design-Builder's and any Design-Builder Persons' experience and the investigations, inspections and examinations of the Disclosed Data and in respect of the City Lands carried out by Design-Builder or by any Design-Builder 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 in undertaking the Project Work.
- (ii) 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.
- (jj) Knowledge of Design-Builder Without limiting the extent of its actual knowledge, Design-Builder shall for all purposes of the 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 Design-Builder or Subcontractors.
- (kk) Decision of the City or the City's Representative Where in the 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.
- (ll) Severability Each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of the 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 the agreement. If any such provision of the 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 the Agreement as nearly as possible to its original intent and effect.
- (mm) No Derogation from Laws No provision of the Agreement is intended to derogate from or be inconsistent with or in conflict with any Applicable Law and no provision of the 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 Law, the Applicable Law 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 Applicable Law, 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.

- (nn) Entire Agreement The Agreement is the entire agreement between the Parties regarding the subject matter of the Agreement, and supersedes any previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments regarding the subject matter of the Agreement except as expressed in the Agreement.
- (oo) No Agency etc. The 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 the agreement constitutes or creates a relationship of agency, joint venture, partnership, landlord and tenant, or lender and borrower.
- (pp) Liquidated Damages Where any provision of the Agreement specifies or otherwise indicates an amount as liquidated damages, both the City and Design-Builder agree that such amount represents their genuine mutual pre-estimate of the particular damages arising from the particular event.
- (qq) Reference to City's website. Where any provision refers to a document that is available on the City's website, the website referenced is edmonton.ca.
- (rr) City bylaws, policies, directives, procedures and guides. Unless otherwise noted as being available in the Data Room, City bylaws, policies, directives, procedures and guides are available on the City's website.
- (ss) Index linked. Where any provision refers to an amount being "index linked", that amount will be increased or decreased, as it relates to the Base Date, in accordance with the Canadian consumer price index on a yearly basis.

## **Appendix 1A Technical Acronyms**

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

- AALA** – Alberta Association of Landscape Architects
- AASHTO** – American Association of State Highway and Transportation Officials
- AAMA** – American Architectural Manufacturers Association
- 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
- ADG** – Access Design Guide
- ADRIA** – ADR Institute of Alberta
- ADRIC** – ADR Institute of Canada
- AEP** – Alberta Environment and Parks
- AESS** – Architecturally Exposed Structural Steel
- AFRRCS** – Alberta First Responders Radio Communications System
- AHD** – Anthony Henday Drive
- AHDGA** - America Hot-Dip Galvanizers Association
- AHU** – Air Handling Unit
- AIC** – Amps Interrupting Capacity
- AISC** - American Institute of Steel Construction
- AISI** - American Iron and Steel Institute
- ANSI** – American National Standards Institute
- APEGA** – Association of Professional Engineers and Geoscientists of Alberta
- APS** – Auxiliary Power Station
- APTA** – American Public Transportation Association

**ARCA** – Alberta Roofing Contractors Association

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

**ARV** – Air Release Valve

**ASCM** – Alberta Survey Control Markers

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

**ASME** – American Society of Mechanical Engineers

**ASPE** – American Society of Plumbing Engineers

**ASTM** – American Society of Testing Materials

**ATS** – Automatic Transfer Switch

**AWS** – American Welding Society

**BEP** – Building Information Modelling Execution Plan

**BICSI** - Building Industry Consulting Services International

**BIM** – Building Information Modelling

**BLEM** - Bridge Load Evaluation Manual

**BLT** – Blue Light Telephone

**BMS** - Building Management System

**BOMA** – Building Owners and Managers Association

**BWA** – Balance Weight Assemblies

**CAC** – Community Advisory Committee

**CaGBC** – Canadian Green Building Council

**CALA** – Canadian Association for Laboratory Accreditation

**CAN** – National Standards of Canada

**CAPWAP** – Case Pile Wave Analysis Program

**CAR** - Corrective Action Request

**CCIL** – Canadian Council of Independent Laboratories

**CCS** – Centralized Control System

**CCTV** – Closed Circuit Television

**CEC** – Canadian Electrical Code



**CEWG** – Communications and Engagement Working Group

**CFC** – Chlorofluorocarbon

**CFEM** – Canadian Foundation Engineering Manual

**CGSB** – Canadian General Standards Board

**CIH** – Certified Industrial Hygienist

**CISC** – Canadian Institute of Steel Construction

**CMU** – Concrete Masonry Unit

**CNLA** – Canadian Nursery Landscape Association

**CNR** – Canadian National Railway

**COTS** – Commercial Off the Shelf

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

**CPCOA** - Canadian Precast Concrete Quality Assurance

**CPR** – Canadian Pacific Railway

**CPTED** – Crime Prevention through Environmental Design

**CRR** – Corrosion Resistant Reinforcing Steel

**CRSP** – Canadian Registered Safety Professional

**CSA** – Canadian Standards Association

**CSL** – Crosshole Sonic Logging

**CSDMA** – Canadian Steel Doors Manufacturers Association

**CSS** – Cement Stabilized Subgrade

**CSSBI** – Canadian Sheet Steel Building Institute

**CSV** – Comma Separated Values Format

**CT** – Current Transformer

**CTI** – Ceramic Tile Institute

**CTC** – Centralized Train Control

**CTS** – Communications Transmission Systems

**CWD** – Canadian Welding Bureau

**CWR** – Continuous Welded Rail

**DATS** – Disabled Adult Transit Service

**dB** – Decibel

**dBA** – A-weighted decibel level

**D&CS** – City Design & Construction Standards

**DC** – Direct Current

**DCOF** – Dynamic Coefficient of Friction

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

**DFT** - Dry Film Thickness

**DHCP** – Dynamic Host Configuration Protocol

**DLA** – Dynamic Load Analysis

**DMS** – Data Management Systems

**DSL** – Design Service Life

**DVDE** – Design Vehicle Dynamic Envelope

**EAS** – Emergency Alarm Station

**ECUC** – Alberta Electrical Communications and Utility Code

**EDACS** – Enhanced Digital Access Communication System

**EDTI** – EPCOR Distribution and Transmission Incorporated

**EDXA** - Energy Dispersive X-ray Analysis

**EEMAC** - Electrical and Electronic Manufacturers Association of Canada

**EFB** – Electric Flash-Butt

**EGFP** – Equipment Ground Fault Protection

**EIA** - Electronic Industries Alliance

**EIFS** – Exterior Insulation Finishing System

**EMBC** – Electronic Monitoring Bleed Control

**EMC** – Electromagnetic Compatibility

**EMI** – Electromagnetic Interference

**EMS** – Environmental Management System

**EMT** – Electrical Metallic Tubing

**EN** – European Norm

**ENV SP** – ENVISION Sustainability Professional

**EPEA** - *Environmental Protection and Enhancement Act* (Alberta)

**EPROM** – Erasable Programmable Read Only Memory

**ERP** – Emergency Response Plan

**ESC** – Erosion and Sediment Control

**ESFR** – Early Suppression Fast Response

**ETS** – Edmonton Transit Service

**EV** – Electric Vehicle

**FAT** – Factory Acceptance Test

**FCC** - Federal Communications Commission

**FDC** – Fire Department Connection

**FDP** – Fibre Distribution Panel

**FHV** – Fire Hydrant Valve

**FLS** – Fatigue Limit State

**FLSC** – Fire-life Safety Committee

**FMECA** – Failure Modes, Effects and Criticality Analysis

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

**FRACAS** – Failure Reporting, Analysis and Corrective Action

**GAAP** – Generally Accepted Accounting Principle

**GBC** – Granular Base Course

**GCWS** – Grade Crossing Warning System

**GFI** – Ground Fault Indicating

**GFRP** – Glass Fibre Reinforced Polymers

**HCFC** – Hydrochlorofluorocarbon

**HDG** - Hot Dipped Galvanizing

**HDPE** – High-Density Polyethylene

**HDMI** – High-Definition Multimedia Interface

**HFDG** – High Floor Design Guidelines

**HITEC** - Highway Innovative Technology Evaluation Centre

**HMI** – Human Machine Interface

**HNA** – Hydraulic Network Analysis

**HPC** – High Performance Concrete

**HSS** – Hollow Structural Section

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

**HWL** - High Water Level

**I/O** – Input/Output

**ICS** – Industrial Control System

**ICTS** – Information, Communications Technology, Security

**IEC** – International Electrotechnical Commission

**IED** – Intelligent Electronic Devices

**IEEE** - Institute of Electrical and Electronics Engineers

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

**IETF** - Internet Engineering Task Force

**IFC** - Issued for Construction

**IFRS** – International Financial Reporting Standards

**IJ** - Insulating Joint

**IP** – Internet Protocol

**IPMVP** – International Performance Measurement and Verification Protocol

**IR** - Infrared Spectroscopy

**IRCA** – International Register for Certified Auditors

**ISO** – International Organization for Standardization

**ITP** - Inspection and Test Plan

**LCP** – Local Control Panel

**LED** – Light Emitting Diode

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

**LEL** – Lower Explosive Limit

**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

**LLRU** – Lowest level replaceable unit

**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

**LRU** – Line Replaceable Unit

**LV** – Low Voltage

**MCAW** - Metal Core Arc Welding

**MCC** – Motor Control Centre

**MNAR** – Main Network Access Room

**MOE** – Measures of Effectiveness

**MOW** – Maintenance of Way

**MPI** - Magnetic Particle Inspection

**MPLS** – Multiprotocol Label Switching

**MSE** – Mechanically Stabilized Earth

**MTBF** – Mean Time between Failure

**MTD** - Maximum Theoretical Density

**MTTR** – Mean Time to Repair

**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.

**MV** – Medium Voltage

**NACE** - National Association of Corrosion Engineers

**NAR** – Network Access Room

**NAS** – Network-Attached Storage

**NBCAE** - National Building Code Alberta Edition

**NCR** – Nonconformity Report

**NEC** - National Electric Code

**NECB** – National Energy Code of Canada for Buildings

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

**NFCAE** – National Fire Code Alberta Edition

**NFPA** – National Fire Protection Association

**Ni** – Nickel Institute

**NLGA** – National Lumber Grading Association

**NMS** – Network Management System

**NPCC** – National Plumbing Code of Canada

**NPE** – Non-Performance Event

**NSA** – Natural Site Assessment

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

**NTP** – Network Time Protocol

**NVR** – Network Video Recorder

**O/C** – On Centre

**OCC** – Operations Control Centre

**OCS** – Overhead Contact System

**OH-V** - Vertical/Overhead

**OIT** - Oxidation Induction Time

**ONVIF** – Open Network Video Interface Forum

**OSC** – Office Supervisory Control

**OSCAM** – On-Street Construction and Maintenance

**OSP** – Outside Plant

**OTDR** – Optical Time-Domain Reflectometer

**PA** – Public Address

**PAH** – polycyclic aromatic hydrocarbons

**PAI** – Passenger Assistance Intercoms

**PA/VMS** - Public Address/Variable Message Sign

**PCC** – Precast Concrete

**PCMS** – Portable Changeable Message Sign

**PDA** – Pile Driving Analyzer

**PDS** - Power Distribution System

**PDU** – Power Distribution Unit

**PEA** – Passenger Emergency Alarm

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

**PGFP** – Personnel Ground Fault Protection

**PICO** – Post Installation Check Out

**PIE** – Privacy Impact Evaluation

**PLC** – Programmable Logic Controller

**PMD** – Polarization Mode Dispersion

**PNC** – Preferred Noise Criteria

**PNCR** - Potential Nonconformity Report or Potential NCR

**PoE** – Power over Ethernet

**POSM** – Power Operated Switch Machine

**PPE** – Personal Protective Equipment

**PPV** – Peak Particle Velocity

**PPZ** – Pedestrian Priority Zone

**PROM** – Programmable Read Only Memory

**PSL** – Predicted Service Life

**PT** – Potential Transformer

**PTFE** – Polytetrafluoroethylene

**PTZ** – Pan Tilt Zoom

**PV** – Photovoltaic

**PVC** - Polyvinyl Chloride

**QA** – Quality Assurance

**QC** – Quality Control

**QMS** – Quality Management System

**RAM** – Reliability, Availability and Maintainability

**RFI** – Radio Frequency Interference

**RGS** – Rail Ground Switch

**RH** – Relative Humidity

**RMS** – Root Mean Square

**ROCO** – Record of Comments and Observations

**ROM** – Read Only Memory

**ROW** - Right-of-Way

**RSIC** - Reinforcing Steel Institute of Canada

**RT** – Rectifier Transformer

**RTU** – Remote Terminal Unit

**RWL** – Rainwater Leader

**SAT** – Site Acceptance Test

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

**SIT** – Systems Integration Test

**SC** – Standard Connector

**SCADA** – Supervisory Control and Data Acquisition

**SCC** - Self-compacting Concrete

**SCL** – Sprayed Concrete Lining

**SFV** – Smart Fare Validators

**SFVM** – Smart Fare Vending Machine

**SGC** - Superpave Gyrotory Compactor



**SI** – System International

**SLS** – Serviceability Limit State

**SM** – Single Mode

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

**SMAW** - Shielded Metal Arc Welding

**SNTP** – Simple Network Time Protocol

**SPI** – Switch Position Indicator

**SRC** – Safety and Security Review Committee

**SSD** - Stopping Sight Distance

**SSPC** – Society for Protective Coatings

**SSS** – Standard Structural Steel Elements

**STC** – Sound Transmission Class

**SUI** – Sustainable Urban Integration

**SUP** – Shared Use Path

**SWMF** – Stormwater Management Facility

**SWP** – Safe Work Procedures

**TAB** – Testing, Adjusting, and Balancing

**TAC** – Transportation Association of Canada

**TCRP** – Transit Cooperative Research Board

**TCS** – Train Control System

**TEDI** – Thermal Energy Demand Intensity

**TIA** – Telecommunications Industry Association

**TLC** – Temporary Letter of Certification

**TOD** – Transit Oriented Development

**TOR** – Top of Rail

**TPR** – Traction Power Rectifier

**TPS** – Traction Power Station

**TPSS** – Traction Power Substation

**TRRP** – Tree Retention, Removal, and Protection/Preservation

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

**TUC** – Transportation Utility Corridor

**UC** – Utility Complex

**UL** – Underwriter’s Laboratories

**ULA** – Utility Line Assignment

**ULC** – Underwriter’s Laboratories of Canada

**ULS** – Ultimate Limit State

**UPS** – Uninterruptible Power Supply

**URW** – Utility Right of Way

**UTC** – Coordinated Universal Time

**UTNP** – Urban Traffic Noise Policy

**UTM** – Universal Transverse Mercator

**VC** – Vital Controller

**VDV** – Verband Deutscher Verkehrsunternehmen

**VFD** – Variable Frequency Drive

**VLD** – Voltage Limiting Device

**VMS** – Variable Message Sign

**VRCE** – Vehicle Running Clearance Envelope

**VRLA** - Valve Regulated Lead-Acid

**WAP** – Wireless Access Point

**WASS** - Water and Sewer Servicing

**WBS** – Work Breakdown Structure

**WCB** – Workers Compensation Board

**WFT** - Wet Film Thickness

**WSP** – Wheel Slide Protection