

THE CITY OF EDMONTON
PROJECT AGREEMENT
VALLEY LINE WEST LRT

Schedule 1
Definitions and Interpretation

DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

In the Agreement, unless the context otherwise requires:

- 1.1 **“87 Avenue/165 Street Utility Complex”** refers to the Utility Complex located on 87 Avenue between 165 Street and 169 Street as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.2 **“87 Avenue/182 Street Utility Complex”** refers to the Utility Complex located on 87 Avenue and 182 Street as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.3 **“87 Avenue/190 Street Utility Complex”** refers to the Utility Complex located on 87 Avenue between 189 Street and the TUC as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.4 **“87 Avenue Elevated Guideway”** has the meaning given in Section 1-1.2.3 *[Key Transportation Structures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.5 **“87 Avenue Elevated Guideway Pile Construction Emergency Response Plan”** has the meaning given in Section 4-3.1.3 *[87 Avenue Elevated Guideway Piles Close to Sewer Lines]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.6 **“87 Avenue Elevated Guideway Sewer Lines Risk Mitigation Plan”** has the meaning given in Section 4-3.1.3 *[87 Avenue Elevated Guideway Piles Close to Sewer Lines]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.7 **“89 Avenue/Meadowlark Road Utility Complex”** refers to the Utility Complex located on 89 Avenue and Meadowlark Road as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.8 **“100A Avenue/156 Street Utility Complex”** refers to the Utility Complex located on 100A Avenue between 156 Street and 157 Street as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.9 **“102 Street Stop”** means the Stop, provided by Valley Line LRT Stage 1, located on 102 Avenue between 102 Street and 101 Street.
- 1.10 **“102 Street Stop Work Plan”** has the meaning given in Section 1-1.4.2 *[Scheduling and Coordination of Integration Points]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.11 **“107 Street/104 Avenue Utility Complex”** refers to the Utility Complex located on 107 Street between 103 Avenue and 104 Avenue as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.12 **“124 Street/Stony Plain Road Utility Complex”** refers to the Utility Complex located in the vicinity of Stony Plain Road and 124 Street as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.13 **“124 Street Stop”** means the Stop located as set out in Table 1-1.2.2-1 *[Stops and Stations]* of Schedule 5 *[D&C Performance Requirements]*.

- 1.14 “**156 Street/94 Avenue Utility Complex**” refers to the Utility Complex located on 156 Street between 93A Avenue and 95 Avenue as illustrated in Appendix 5-1A [*Project Description Drawings*] in Part 1 [*General*] of Schedule 5 [*D&C Performance Requirements*].
- 1.15 “**Acceleration Event**” has the meaning given in Section 8.5 [*Taxes*] of the Agreement.
- 1.16 “**Accepted**” has the meaning given in Section 4.7 [*Accepted*] of Schedule 2 [*Submittal Review Procedure*].
- 1.17 “**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.
- 1.18 “**Access Vault**” means a vault in which safe and convenient access is provided for worker entry for purposes of installation and maintenance of underground cable Utilities.
- 1.19 “**ACSA**” has the meaning given in Section 1.6 of Schedule 11 [*Construction Safety Requirements*].
- 1.20 “**Actual Lane Closure Costs**” means the sum, in Canadian dollars, calculated in accordance with Section 2.3 [*Lane Closure Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.21 “**Actual Transit Impact Costs**” means the sum, in Canadian dollars, of ETS Transit Impact Costs calculated in accordance with Section 2.4 [*Transit Impact Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.22 “**Actual Tree Compensation Value**” means the sum, in Canadian dollars, calculated in accordance with Section 2.5 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.23 “**Additional Insurance**” has the meaning given in Section 3.4 [*Additional and Elective Insurance*] of Schedule 17 [*Insurance Requirements*].
- 1.24 “**Additional Lands**” has the meaning given in Section 4.5 [*Additional Lands*] of the Agreement.
- 1.25 “**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 Project Co in any manner to carry out and perform the Project Work, whether on a temporary and incidental basis or on a long term or permanent basis.
- 1.26 “**Adjoining Lands Access Protocol**” has the meaning given in Section 4.16.2 [*Project Co Obligations*] of the Agreement.
- 1.27 “**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.
- 1.28 “**Agreement**” means this project agreement entered into between the City and Project Co, dated as at Commercial Close, including all schedules, appendices and attachments thereto, as amended, supplemented or restated from time to time.

- 1.29 **“Alberta Survey Control Markers”** or **“ASCM”** means the geodetic markers installed in Alberta as part of the provincial spatial referencing system.
- 1.30 **“Alberta Tier 1 Guidelines”** means the Alberta Tier 1 Soil and Groundwater Remediation Guidelines issued by AEP.
- 1.31 **“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 at <http://www.transportation.alberta.ca/PlanningTools/GMS/ProductList/Product%20List%20Index.pdf>.
- 1.32 **“Aldergrove/Belmead Stop”** means the Stop located as set out in Table 1-1.2.2-1 [*Stops and Stations*] of Schedule 5 [*D&C Performance Requirements*].
- 1.33 **“Alex Decoteau Stop”** means the Stop located as set out in Table 1-1.2.2-1 [*Stops and Stations*] of Schedule 5 [*D&C Performance Requirements*].
- 1.34 **“Amenity Node”** means a pedestrian space meeting the requirements set out in Section 2-4.4 [*Amenity Nodes*] of Schedule 5 [*D&C Performance Requirements*].
- 1.35 **“Annual Design & Construction Communications Plan”** means the plan prepared by Project Co pursuant to Section 5.1(b) [*Deliverables*] of Schedule 12 [*Communications and Engagement*].
- 1.36 **“Annual Heating Demand”** means the amount of heating energy delivered to the project that is outputted from any and all types of heating equipment, per unit of modeled floor area. Heating equipment includes electric, gas, hot water, or DX heating coils of central air systems (e.g. make-up air units, air handling units, etc.), terminal equipment (e.g. baseboards, fan coils, heat pumps, reheat coils, etc.) or any other equipment used for the purposes of space conditioning and ventilation. Heating output of any heating equipment whose source of heat is not directly provided by a utility (electricity, gas or district) must still be counted towards the AHD. For clarity, hot water or DX heating sources that are derived from a waste heat source or a renewable energy source do not contribute to a reduction in AHD, as per the above definition.
- 1.37 **“Anthony Henday Drive LRT Bridge”** has the meaning given in Section 1-1.2.3 [*Key Transportation Structures*] of Schedule 5 [*D&C Performance Requirements*].
- 1.38 **“Anticipated Construction Completion Date”** has the meaning given in Section 14.1 [*Initial Countdown Notice*] of Schedule 4 [*Design and Construction Protocols*].
- 1.39 **“Anticipated Phase 1 Construction Completion Date”** has the meaning given in Section 12.1 [*Initial Phase 1 Countdown Notice*] of Schedule 4 [*Design and Construction Protocols*].
- 1.40 **“APEGA”** means the Association of Professional Engineers and Geoscientists of Alberta.
- 1.41 **“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 City Policies and City Regulatory Policies; and

(c) any judgment, order or decision of a relevant court of law, board, arbitrator or administrative agency which is a binding precedent in the Province of Alberta,

in each case, in force in the Province of Alberta, applicable to the Project or the Project Work or otherwise binding on Project Co, a Project Co Person, the City or a City Person.

- 1.42 “**Appointed Referee**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.43 “**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.
- 1.44 “**Arbitration Notice**” has the meaning given in Section 2.8 [*Arbitration*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.45 “**Arbitrator**” has the meaning given in Section 2.8 [*Arbitration*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.46 “**Arborist**” means a professional retained by Project Co, certified by ISA in the practice of arboriculture, with qualifications in tree risk assessment.
- 1.47 “**Architectural Concrete**” has the meaning given in Section 2-11.1.1.1 [*Concrete Finish*] of Schedule 5 [*D&C Performance Requirements*].
- 1.48 “**Architectural Concrete Unit Masonry**” has the meaning given in Section 2-11.2.2 [*Architectural Concrete Unit Masonry*] of Schedule 5 [*D&C Performance Requirements*].
- 1.49 “**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.
- 1.50 “**Assessment Value Unit Rate for Forested Area**” means the unit rates for Forested Areas defined in Table 2 of the Tree Valuation Inventory.
- 1.51 “**Asset Classification and Numbering System**” means the City’s “*TCA Asset Catalogue*” asset classification system, a copy of which is included in the Disclosed Data.
- 1.52 “**Asset Management System**” means the system used by the Operator for the management of assets.
- 1.53 “**Asset Register**” has the meaning given in Section 8.2 [*Asset Register*] of Schedule 4 [*Design and Construction Protocols*].
- 1.54 “**Assigned Intellectual Property**” has the meaning given in Section 3.4(a) of Schedule 8 [*Intellectual Property*].
- 1.55 “**Assignee**” has the meaning given in Section 3.4(a) of Schedule 8 [*Intellectual Property*].
- 1.56 “**Assignor**” has the meaning given in Section 3.4(a) of Schedule 8 [*Intellectual Property*].

- 1.57 “**Associated Liabilities**” has the meaning given in Section 8.5 [*Taxes*] of the Agreement.
- 1.58 “**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.
- 1.59 “**Automatic Grade Crossing Warning System**” means an interconnection of various devices and their controls used to indicate, and protect, by means of gates and flashing lights, the approach and/or presence of a Train at a Grade Crossing.
- 1.60 “**Automatic Vehicle Inspection System**” or “**AVIS**” has the meaning given in Section 8-2.12 [*Automatic Vehicle Inspection System*] of Schedule 5 of the Agreement.
- 1.61 “**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.
- 1.62 “**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 Project Co acted reasonably and in accordance with this Agreement (including Section 12.7 of this Agreement), would have been saved or avoided as a result of the event or circumstance or its effects.
- 1.63 “**AW0**” means the weight of an empty LRV.
- 1.64 “**AW1**” means AW0 plus the weight of the driver, all seats occupied, assuming an average weight of 79.5 kg per seated passenger.
- 1.65 “**AW2**” means AW1 plus the weight of four standing passengers per square metre, assuming an average weight of 75 kg per standing passenger.
- 1.66 “**AW3**” means AW1 plus the weight of six standing passengers per square metre, assuming an average weight of 75 kg per standing passenger.
- 1.67 “**AW4**” means AW1 plus the weight of eight standing passengers per square metre, assuming an average weight of 75 kg per standing passenger.
- 1.68 “**Back of Walk Landscape Area**” means the landscape area between a walkway and an adjacent property as illustrated in Figure 2-14.3.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.69 “**Back Up Control Centre**” means the facility within Lewis Farms Storage Facility Building that includes all interfaces, equipment, systems and sub-systems required for the provisional performance of the activities defined in Section 2.2(e) [*Principles of Operation*] of Appendix 5-1D [*Operability and Maintainability Parameters*] of Schedule 5 [*D&C Performance Requirements*] in the event of an outage of the Operations Control Centre, and is suitably sized for inclusion of the Future ICS for Valley Line LRT Stage 2.
- 1.70 “**BAFO**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].

- 1.71 “**BAFO Submission Date**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.72 “**Ballasted Track**” means a track structure consisting of rail, tie plates or fastenings, cross ties, and the ballast/subballast bed supported on a prepared subgrade.
- 1.73 “**Barrier-Free**” means that a building, facility, Light Rail Vehicle or path of travel can be approached, entered, accessed and used by persons with physical, mental or sensory disabilities.
- 1.74 “**Baseline Construction Schedule**” has the meaning given in Section 2.1(b) of Schedule 3 [*Construction Schedule*].
- 1.75 “**Bat Mitigation Plan**” means the plan prepared by Project Co in accordance with Section 16.2(c) of Schedule 10 [*Environmental Performance Requirements*].
- 1.76 “**Battery Ground Fault**” means a condition whereby an energy source meant to energize Vital circuit(s) is leaking current to ground.
- 1.77 “**Betterment**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.78 “**Bioswales**” are considered 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.
- 1.79 “**Block**” means a specified section of Track governed by a Block Signal.
- 1.80 “**Block Signal**” means a fixed signal, installed at the entrance to each Block, to govern Trains entering and occupying the specified Block.
- 1.81 “**Bonds**” means any one or more of the performance bond and the labour and material payment bond described in Sections 6.4 and 6.5 of Schedule 17 – [*Insurance and Performance Security Requirements*], and, collectively, means all of them.
- 1.82 “**Brewery/120 Street Stop**” means the Stop located as set out in Table 1-1.2.2-1 [*Stops and Stations*] of Schedule 5 [*D&C Performance Requirements*].
- 1.83 “**Brinell**” has the meaning given in ASTM E103.
- 1.84 “**Builders’ Lien Act**” or “**BLA**” means the *Builders’ Lien Act* (Alberta).
- 1.85 “**Building Administration Network**” means the administration network used by staff for non-operational purposes that spans the Gerry Wright OMF and the Lewis Farms Storage Facility.
- 1.86 “**Building and Utility Settlement Study Report**” has the meaning given in Section 1-5.1 [*General*] of Schedule 5 [*D&C Performance Requirements*].
- 1.87 “**Building Information Modelling (BIM) Execution Plan**” means the Building Information Modelling (BIM) Execution Plan developed pursuant to and in accordance with Section 6.4.1(h) of Schedule 4 [*Design and Construction Protocols*].
- 1.88 “**Building Supervisory Control and Data Acquisition**” or “**Building SCADA**” means a SCADA system to remotely monitor and control building conditions.

- 1.89 **“Building SCADA System Integration Plan”** has the meaning given in Section 6-1.14.2 [*Building SCADA*] of Schedule 5 [*D&C Performance Requirements*].
- 1.90 **“Building Structure”** means:
- (a) all buildings forming part of the Lewis Farms Storage Facility Building and Gerry Wright OMF Building B;
 - (b) all Stops, including Platforms and all other elements forming part of a Stop;
 - (c) Shelters at the West Edmonton Mall Transit Centre;
 - (d) the Stations, excluding those structural elements of the Stations that support the 87 Avenue Elevated Guideway;
 - (e) all Utility Complexes; and
 - (f) any other structure, forming part of the Infrastructure, to which the NBCAE applies.
- 1.91 **“Bus Stop Materials”** has the meaning given in Section 1-7.5.2 [*City Recoverable Items*] of Schedule 5 [*D&C Performance Requirements*].
- 1.92 **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in Alberta.
- 1.93 **“Business Opportunities”** has the meaning given in Section 17.7 [*Business Opportunities*] of the Agreement.
- 1.94 **“Bylaw 7188”** has the meaning given in Section 3(a)(i)(1) of Schedule 10 [*Environmental Performance Requirements*].
- 1.95 **“Canada Call Redemption Feature”** means the right of an issuer of bonds to redeem the bonds at the greater of the remaining par value and a price calculated to provide a yield to maturity equal to the Government of Canada Yield plus a spread equal to 25% of the Original Spread as of the date fixed for redemption.
- 1.96 **“Canadian GAAP”** means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles, as such principles may be amended or varied by International Financial Reporting Standards then in effect in Canada, in any case consistently applied from one period to the next.
- 1.97 **“Canadian Registered Safety Professional”** means an individual who has met the requirements established by the Board of Canadian Registered Safety Professionals.
- 1.98 **“Canopy”** means space as described in Section 5-2.6.6 [*Canopies*] of Schedule 5 [*D&C Performance Requirements*].
- 1.99 **“Canopy Tree”** means a Street Tree having a high canopy with a mature width greater than 4m.
- 1.100 **“Canopy Type”** means a style of Canopy to be provided at each Stop and Station, as specified in Table 2-10.2.3 [*Stop PI Theme and Canopy Type for each Stop and Station*] in Schedule 5 [*D&C Performance Requirements*].

- 1.101 “**CCTV System**” means the CCTV system described in Section 6-1.11 [*CCTV System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.102 “**CEAA**” means the *Canadian Environmental Assessment Act*.
- 1.103 “**Certificate**” means a certificate issued pursuant to and in accordance with Schedule 4 [*Design and Construction Protocols*] or Schedule 7 [*Performance Demonstration Requirements*].
- 1.104 “**Certificate of Construction Completion**” has the meaning given in Section 14.8 [*Certification of Construction Completion*] of Schedule 4 [*Design and Construction Protocols*].
- 1.105 “**Certificate of Final Completion**” has the meaning given in Section 16.5 [*Certification of Final Completion*] of Schedule 4 [*Design and Construction Protocols*].
- 1.106 “**Certificate of Infrastructure Performance Demonstration Completion**” has the meaning given in Section 4.4 [*Certification of Infrastructure Performance Demonstration Completion*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.107 “**Certificate of Phase 1 Construction Completion**” means the Certificate to be issued by the independent Certifier in accordance with Section 12.8 [*Conditions Precedent to Phase 1 Construction Completion*] of Schedule 4 [*Design and Construction Protocols*].
- 1.108 “**Certificate of Recognition**” or “**COR**” has the meaning given in Section 1.4(a) of Schedule 11 [*Construction Safety Requirements*].
- 1.109 “**Certified Industrial Hygienist**” means an individual meeting the requirements for a certified industrial hygienist established by the American Board of Industrial Hygiene.
- 1.110 “**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.
- 1.111 “**Change Enquiry**” means a written notice and description of a proposed Change by the City pursuant to Schedule 13 [*Changes*].
- 1.112 “**Change Estimate**” means a detailed breakdown, estimate and other information attributable to a proposed Change, prepared by Project Co pursuant to Section 2.2 [*Delivery of Change Estimate*] and in accordance with Section 2.3 [*Change Estimate Requirements*] of Schedule 13 [*Changes*].
- 1.113 “**Change Directive**” means a written instruction and description of a proposed Change which is issued on a form designated as a “Change Directive Form” and signed by the City directing Project Co to immediately proceed with the work attributable to the Change, pending the finalization and issuance of a Change Order Confirmation for that Change.
- 1.114 “**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.
- 1.115 **“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 Submission Date.
- 1.116 **“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.
- 1.117 **“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*].
- 1.118 **“Change Reference Date”** has the meaning given in Section 1.7 [*Effect on Schedule*] of Schedule 13 [*Changes*].
- 1.119 **“Character Zone”** means a defined geographic area having unique hardscapes and softscapes, history, cultural influences and community connections.
- 1.120 **“Chargeable Failure”** has the meaning given in Section 1.2 [*Definitions*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.121 **“Check-in”** has the meaning given in Section 6-4.5 [*Transit Signal Priority*] of Schedule 5 [*D&C Performance Requirements*].
- 1.122 **“Check-in-B”** has the meaning given in Section 6-4.5 [*Transit Signal Priority*] of Schedule 5 [*D&C Performance Requirements*].
- 1.123 **“Check-out”** has the meaning given in Section 6-4.5 [*Transit Signal Priority*] of Schedule 5 [*D&C Performance Requirements*].
- 1.124 **“Checking Team”** means a group of engineers assigned to independently undertake a Design check in accordance with the Design and Certification Procedure.
- 1.125 **“Churchill Connector”** means the interchange point connecting the Valley Line LRT Stage 1 to the existing Capital Line and Metro Line LRT systems.

- 1.126 “**Churchill Connector Utility Complex**” means the Utility Complex located contiguous with the Churchill Connector building services spaces and accessible through the building services spaces on the Valley Line LRT Stage 1.
- 1.127 “**Churchill Stop**” means the Stop, provided by Valley Line LRT Stage 1, located on 102 Avenue between 100 Street and 99 Street.
- 1.128 “**Citizen Working Groups**” means the citizen working groups established by the City to share information and provide feedback in respect of the Project.
- 1.129 “**City**” means the City of Edmonton.
- 1.130 “**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.
- 1.131 “**City Approval**” has the meaning given in Section 2.1(a) of Schedule 28 *[Project Approvals and Utility Matters]* Part 1 *[Project Approvals]*.
- 1.132 “**City Cabinets**” has the meaning given in Section 6-1.6 *[Wayside Equipment and Wayside Equipment Enclosures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.133 “**City Communication Room**” has the meaning given in Section 8-3.6.8.7 *[City Communication Room]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.134 “**City Conduits**” has the meaning given in Section 6-1.5 *[Systems Duct Bank and Associated Infrastructure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.135 “**City Council**” means the City Council of the City of Edmonton.
- 1.136 “**City Default Termination Sum**” has the meaning given in Section 2.1 *[Compensation]* of Schedule 27 *[Compensation on Termination]*.
- 1.137 “**City-FDF**” has the meaning given in Section 6-1.7.2 *[City Fibre]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.138 “**City Fibre**” has the meaning given in Section 6-1.7.2 *[City Fibre]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.139 “**City Intellectual Property**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.140 “**City Lands**” means the Real Property Interests described in Schedule 14 *[City Lands]*, including all improvements, fixtures, buildings, structures and other infrastructure, including the Existing Infrastructure thereon, provided that the Future Acquired Lands (as identified in Schedule 14 *[City Lands]*) shall not constitute part of the City Lands until the City acquires possession of any Real Property Interests therein and notice of possession of such Real Property Interest has been delivered to Project Co.
- 1.141 “**City LRT**” means the City’s LRT Expansion and Renewal Branch of the Integrated Infrastructure Services Department.
- 1.142 “**City Permits**” has the meaning given in Section 3.1 *[City Permits]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 1 *[Project Approvals]*.

- 1.143 **“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 Project Co, the Project Contractors and the Subcontractors;
 - (c) any invitee of the City or any of the City Persons referred to in (a) or (b) above who enters upon the Lands;
 - (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 Passenger or a Utility Company.
- 1.144 **“City Personnel”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.145 **“City Policies”** means the following policies, or portions of policies where only a portion is indicated, of the City as at Commercial Close, copies of which are included in the Disclosed Data:
- (a) Policy C420 – Corporate Communications;
 - (b) Policy C593 – Public Engagement;
 - (c) Administrative Directive and Administrative Procedure A1446A - Communications, together with Attachments I (Social Media Guidelines) and II (Visual Identity Standards) thereto;
 - (d) Policy C531 - Natural Area Systems Policy;
 - (e) Policy C542 - Development Setbacks from River Valley/Ravine Crests Policy;
 - (f) Policy C512 - Environmental;
 - (g) Policy C456B - Corporate Tree Management;
 - (h) Policy 501A – Integrated Pest Management;
 - (i) Greenhouse Gas Management Plan;
 - (j) Policy C556 - Sustainable Purchasing;
 - (k) Supplier Code of Conduct; and
 - (l) City of Edmonton Wildlife Passage Engineering Design Guidelines.
- 1.146 **“City Project Document”** means the Agreement, the Direct Lender Agreement, the Collateral Agreements, the Interface Agreement, the Insurance Trust Agreement and, when executed and delivered in accordance with the Agreement, the Independent Certifier Agreement and Referee Agreements.

- 1.147 **“City Quality Audit”** has the meaning given in Section 8.2.1 of Schedule 9 [*Quality Management*].
- 1.148 **“City Recoverable Items”** means the items described in Section 1-7.5.2 A and 1-7.5.2 E [*City Recoverable Items*] of Schedule 5 [*D&C Performance Requirements*].
- 1.149 **“City Regulatory Policies”** means the following policies of the City:
- (a) Policy C506A - Urban Traffic Noise Policy;
 - (b) Environmental Construction Operations (ECO) Plan Framework: Instructions for Preparing ECO Plans for Alberta Transportation, City of Calgary and City of Edmonton Construction Projects;
 - (c) City of Edmonton Erosion and Sedimentation Control Guidelines and Erosion and Sedimentation Control Field Manual;
 - (d) Integrated Pest Management Policy;
 - (e) ENVISO; and
 - (f) City of Edmonton Policy C409J Snow and Ice Control.
- 1.150 **“City Support Statements”** has the meaning given in Section 2.8 [*Preparation of Statements*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.151 **“City Traffic Management Centre”** means the central control facility from which the City manages its traffic control system.
- 1.152 **“City Utility Work”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.153 **“City Works”** has the meaning given in Section 1-1.3 [*City Works*] of Schedule 5 [*D&C Performance Requirements*].
- 1.154 **“City’s Environmental Obligations”** has the meaning given in Section 1(b) of Schedule 10 [*Environmental Performance Requirements*].
- 1.155 **“City’s Representative”** means [REDACTED], 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*].
- 1.156 **“Civil Commissioning Sub-Plan”** means the plan prepared by Project Co in accordance with Section 9.4.5.5 [*Civil Commissioning Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.157 **“Claim Notice”** has the meaning given in Section 18.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.158 **“Claims Adjuster”** has the meaning given in Section 3.14 [*Incident Reporting and Insurance Claim Settlement*] of Schedule 17 [*Insurance Requirements*].
- 1.159 **“Clearance Letter”** means a clearance letter issued by Alberta Culture under the *Historical Resources Act* (Alberta).

- 1.160 **“Clerical Error”** means a mistake such as a typographical error or the unintentional addition or omission of a word, phrase or figure.
- 1.161 **“Clock Tower”** means a clock tower meeting the requirements set out in Section 5-2.7.13 [*Clock Tower*] of Schedule 5 [*D&C Performance Requirements*].
- 1.162 **“Closed Circuit Television”** or **“CCTV”** means closed circuit television.
- 1.163 **“Closing Procedures Agreement”** means an agreement among the City, Project Co and others which addresses procedures for Commercial Close and Financial Close.
- 1.164 **“Closure Rail”** means a piece of fixed rail between the point and “frog”, which braces against the running rail to facilitate the switching of a Train.
- 1.165 **“Collateral Agreement”** means each or any of the agreements to be entered into between the City, a Project Contractor and Project Co in the form set out in Schedule 22 [*Project Contracts and Collateral Agreements*], as amended, supplemented or replaced from time to time in accordance with the Agreement.
- 1.166 **“Columnar Tree”** means a Street Tree with a narrow or columnar form, having a mature canopy width of less than 4m.
- 1.167 **“Commemorative Tree”** means an existing tree that may be relocated or removed and that shall be replaced in accordance with Section 2-14.15 [*Tree Retention, Removal and Protection*] of Schedule 5 [*D&C Performance Requirements*] if removed.
- 1.168 **“Commencement Date”** has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.169 **“Commercial Close”** means the Effective Date, being the date when the Agreement has been executed and delivered.
- 1.170 **“Commercial Referee Panel”** has the meaning given in Section 3.2 [*Standing Referee Panels*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.171 **“Commissioning”** means inspection and testing of the Infrastructure, including all Equipment, components, systems and sub-systems, for the purpose of verifying the performance of the Infrastructure and confirming that the Infrastructure complies with the Design and Construction Requirements and **“Commission”** and **“Commissioned”** shall have corresponding meanings.
- 1.172 **“Commissioning Certificate”** means a certificate in respect of the Commissioning as provided by Project Co pursuant to the Design and Certification Procedure.
- 1.173 **“Commissioning Manager”** has the meaning given in Section 9.1 [*Commissioning Manager*] of Schedule 4 [*Design and Construction Protocols*].
- 1.174 **“Commissioning Plan”** has the meaning given in Section 9.4.2 [*Commissioning Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.175 **“Commissioning Register”** has the meaning given in Section 9.8.2 [*Commissioning Register*] of Schedule 4 [*Design and Construction Protocols*].
- 1.176 **“Commissioning Schedule”** has the meaning given in Section 9.5.2 [*Commissioning Schedule*] of Schedule 4 [*Design and Construction Protocols*].

- 1.177 **“Commissioning Sub-committee”** has the meaning given in Section 9.2(a) *[Commissioning Sub-Committee]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.178 **“Commissioning Program Report”** has the meaning given in Section 9.10.2 *[Commissioning Program Report]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.179 **“Commissioning Test Report”** has the meaning given in Section 9.8.3(a) *[Test Reports]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.180 **“Commissioning Work”** means all of the work, activities and tasks required to completely and successfully complete the Commissioning of the Infrastructure, including all equipment, components, systems and sub-systems and Integrated LRV Commissioning, but excluding all Phase 1 Commissioning Work.
- 1.181 **“Communication Commissioning Sub-Plan”** means the plan prepared by Project Co in accordance with Section 9.4.5.3 *[Communications Commissioning Sub-Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.182 **“Communications and Engagement Working Group”** means the group established pursuant to Section 4.2 *[Communications and Engagement Working Group]* of Schedule 12 *[Communications and Engagement]*.
- 1.183 **“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 Project Co pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.184 **“Communications Team”** has the meaning given in Section 4.1 *[Communications Team Requirements]* of Schedule 12 *[Communications and Engagement]*.
- 1.185 **“Communications Transmission System”** or **“CTS”** has the meaning given in Section 6-1.7.1 *[Communications Transmission System (CTS)]* of Schedule 5 *[D&C Performance Requirements]*
- 1.186 **“Community Employment Benefits Plan”** means the plan developed pursuant to Section 4.6 *[Community Employment Benefits Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.187 **“Completion of Infrastructure Performance Demonstration”** has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.188 **“Confidential Information”** has the meaning given in Section 17.3 *[Confidential Information]* of the Agreement.
- 1.189 **“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]*.
- 1.190 **“Confined Space”** has the meaning given in Part 9 of the *Occupational Health and Safety Regulation* (Alberta).
- 1.191 **“Conflicting Moves”** means Train movements or pending Train movements whereby two opposing or flanking Trains are in contention to occupy the same specified limits of Track at the same time.
- 1.192 **“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.

- 1.193 **“Consolidated Notice”** has the meaning given in Section 4.2 [*Consolidation*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.194 **“Consolidated Proceeding”** has the meaning given in Section 4.2 [*Consolidation*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.195 **“Construct”** means to carry out Construction and **“Constructed”** shall have a corresponding meaning.
- 1.196 **“Constructed Utility Work”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.197 **“Construction”** means everything, other than Design, required to achieve Final Completion, including the construction 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.
- 1.198 **“Construction Certificate”** means a certificate in respect of a Work Package, as provided by Project Co pursuant to the Design and Certification Procedure.
- 1.199 **“Construction Completion”** means that all of the conditions precedent to Construction Completion specified in Section 14.5 [*Conditions Precedent to Construction Completion*] of Schedule 4 [*Design and Construction Protocols*], that have not been waived by the City, have been achieved, as certified by the Independent Certifier.
- 1.200 **“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 Independent Certifier in accordance with Section 14.8 [*Certification of Construction Completion*] of Schedule 4 [*Design and Construction Protocols*]. It shall be the date shown on the Certificate of Construction Completion.
- 1.201 **“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 Independent Certifier, 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 14.4(b) of Schedule 4 [*Design and Construction Protocols*].
- 1.202 **“Construction Completion Deficiencies Holdback”** has the meaning given in Section 14.15 [*Construction Completion Deficiencies Holdback*] of Schedule 4 [*Design and Construction Protocols*].
- 1.203 **“Construction Completion Deficiencies Holdback Repayment”** means the amount owing to Project Co for Construction Completion Deficiencies rectified that will be calculated in accordance with Section 1.7 [*Construction Completion Deficiencies Holdback Repayment*] of Schedule 16 [*Payment Mechanism*].

- 1.204 **“Construction Completion Deficiencies Letter of Credit”** has the meaning given in Section 14.16 [*Construction Completion Deficiencies Letter of Credit*] of Schedule 4 [*Design and Construction Protocols*].
- 1.205 **“Construction Completion Deficiency Deduction”** means the amounts incurred by the City to engage others to perform the work necessary to complete and rectify such Construction Completion Deficiency in accordance with Section 14.15(b) of Schedule 4 [*Design and Construction Protocols*].
- 1.206 **“Construction Completion Deficiency Multiplier”** has the meaning given in Section 1.4 [*Construction Completion Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.207 **“Construction Completion Payment”** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with the Agreement, as calculated in Section 1.4 [*Construction Completion Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.208 **“Construction Completion Payment Rate”** has the meaning given in Section 1.4 [*Construction Completion Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.209 **“Construction Contract”** means the guaranteed price construction contract between Project Co and the Construction Contractor dated on or about the date of this Agreement.
- 1.210 **“Construction Contractor”** means [REDACTED], an unincorporated joint venture formed by [REDACTED] and [REDACTED], engaged by Project Co to perform the Project Work and any substitute construction contractor engaged by Project Co as may be permitted by this Agreement.
- 1.211 **“Construction Guarantor”** means, collectively, [REDACTED]
- 1.212 **“Construction Joint Committee”** has the meaning given in Section 3.1.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.213 **“Construction Latent Defect”** has the meaning given in Section 7.1 [*Warranty Obligations*] of the Agreement.
- 1.214 **“Construction Maintenance”** has the meaning given in Section 1-3.5 [*Maintenance During Construction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.215 **“Construction Maintenance Program”** has the meaning given in Section 7.2.3 [*Construction Maintenance Program*] of Schedule 4 [*Design and Construction Protocols*].
- 1.216 **“Construction Management Plan”** has the meaning given in Section 7.1.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.217 **“Construction 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 Project Co pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.218 **“Construction Manual”** means the manual described in Section 4-4.8.2.2 A [*Construction Manual*] of Schedule 5 [*D&C Performance Requirements*].
- 1.219 **“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*].

- 1.220 “**Construction Payment**” means the sum, in Canadian dollars, determined in accordance with Section 1.2 [*Construction Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.221 “**Construction Payment Adjustment**” means the sum, in Canadian dollars, determined in accordance with Section 2.2 [*Construction Payment Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.222 “**Construction Period**” means the period of time commencing on Commercial Close and ending on the Construction Completion Date.
- 1.223 “**Construction Quality Management Plan**” means the plan prepared by Project Co in accordance with Appendix 9C [*Construction Quality Management Plan*] of Schedule 9 [*Quality Management*].
- 1.224 “**Construction Schedule**” has the meaning given in Section 2.2 of Schedule 3 [*Construction Schedule*].
- 1.225 “**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*].
- 1.226 “**Contamination**” means the concentration of a chemical parameter 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, or the concentration of chloride in soils that exceeds 2,870 mg/kg.
- 1.227 “**Contamination Management Plan**” has the meaning given in Section 15.1(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.228 “**Contingency Condition**” means a condition under which one Traction Power Substation is completely out of service.
- 1.229 “**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.
- 1.230 “**Contribution Agreement Parties**” means Her Majesty the Queen in Right of Canada as represented by the Minister of Infrastructure, Her Majesty the Queen in Right of Alberta as represented by the Minister of Transportation and the Minister of Infrastructure and “**Contribution Agreement Party**” means any one of them.
- 1.231 “**Core Design Team**” has the meaning given in Section 6.1 [*General Design Considerations*] of Schedule 4 [*Design and Construction Protocols*].
- 1.232 “**Corrective Action**” means the action to eliminate the cause of an open Nonconformity, Deficiency, defect or other undesirable situation to prevent recurrence.
- 1.233 “**Corrective Action Plan**” means the plan prepared by Project Co in accordance with Section 10.4 [*Corrective Action*] of Schedule 11 [*Construction Safety Requirements*].
- 1.234 “**Cost of the Financing**” means all costs and expenses incurred in connection with the Senior Debt Financing pursuant to the Senior Financing Agreements, including all interest, fees, expense reimbursements, pre-payment and breakage costs and all other costs and expenses.
- 1.235 “**Coverage Study**” has the meaning given in Section 6-1.20.2.3 [*Public Address*] of Schedule 5 [*D&C Performance Requirements*].

- 1.236 **“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.
- 1.236A **“Credit Agreement”** has the meaning given in Schedule 21 *[Direct Lender Agreement]*.
- 1.237 **“Crime Prevention through Environmental Design”** or **“CPTED”** means the design and construction principles set out in Section 2-4.6 *[Crime Prevention Through Environmental Design (CPTED)]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.238 **“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.
- 1.239 **“Critical Root Zone”** means one of the zones described in Figure 2-14.15.3 *[Critical Root Zones]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.240 **“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.
- 1.241 **“CTS Cable PICO Test Plan”** has the meaning given in Section 6-1.7.1.1 *[CTS Fibre Optic Cabling]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.242 **“CTS Equipment PICO Test Plan”** has the meaning given in Section 6-1.7.1.3 *[CTS Equipment]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.243 **“CTS Integration Plan”** has the meaning given in Section 6-1.7.1 *[Communication Transmission System (CTS)]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.244 **“Custodial Maintenance”** means any activities to maintain the appearance of the Infrastructure.
- 1.245 **“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.
- 1.246 **“Daily Transit Closure Rate”** has the meaning given in Section 2.4 *[Transit Impact Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.247 **“Daily Transit Impact Rate”** has the meaning given in Section 2.4 *[Transit Impact Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.248 **“Data Centre”** means a data centre meeting the requirements set out in Section 6-1.9 *[Data Centres]* of Schedule 5 *[D&C Performance Requirements]* or Valley Line LRT Stage 1 data centre as described in the Disclosed Data.
- 1.249 **“Data Centre Integration Plan”** has the meaning given in Section 6-1.8 *[Data Centres]* of Schedule 5 *[D&C Performance Requirements]*.

- 1.250 **“Data Radio Study”** has the meaning given in Section 6-1.12.3.2 *[Extension of Valley Line LRT Stage 1 Data Radio System]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.251 **“Data Radio System”** has a meaning given in Section 6-1.12.3.1 *[Functional Requirements]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.252 **“Data Radio System Integration Plan”** has the meaning given in Section 6-1.12.3.5 *[Submittals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.253 **“Data Room”** means the database established by the City for the Project containing or referring to Disclosed Data.
- 1.254 **“DC and AC Protection Coordination Studies and Short Circuit Analysis”** has the meaning given in Section 6-2.3.15 *[Protection Schemes]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.255 **“DC Switchgear Shop Drawings”** has the meaning given in Section 6-2.3.9 *[DC Power Switchgear]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.256 **“Deconstruction Work”** means any work required to remove and dispose of designated Existing Infrastructure that is impacted by the Construction.
- 1.257 **“Default”** means any breach or non-compliance by Project Co of or with any provision of the Agreement, including the material inaccuracy, when made, of any representation or warranty given by Project Co in the Agreement.
- 1.258 **“Default Rate of Interest”** means Prime plus 2%.
- 1.259 **“Default Points”** means those default points assigned to Project Co in accordance with Section 2.9 *[Default Points]* of Schedule 16 *[Payment Mechanism]*.
- 1.260 **“Deferred Utility Work”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.261 **“Deficiency”** means any defect, deficiency, error or fault, including omission, in the Infrastructure (including in the design or construction thereof) or any failure of the Infrastructure (or any part thereof) to comply with the Project Requirements.
- 1.262 **“Deficiency Deadline”** means the deadline to complete each Construction Completion Deficiency as defined in Section 14.11 *[Correction of Construction Completion Deficiencies]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.263 **“Deliverable”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.264 **“Delivered”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.265 **“Design”** means the entire design process, including plans, specifications, and drawings for the design of the Infrastructure, that Project Co is required to perform, as required by the Agreement.
- 1.266 **“Design and Certification Procedure”** has the meaning given in Section 6.2 *[Design and Certification Procedure]* of Schedule 4 *[Design and Construction Protocols]*.

- 1.267 “**Design & Construction Communication and Engagement Plan**” means either an Annual Design & Construction Communications and Engagement Plan or the Overall Design & Construction Communications and Engagement Plan.
- 1.268 “**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 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.
- 1.269 “**Design Capacity**” has the meaning given in Section 1-2.1.2 *[Operational Design Parameters]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.270 “**Design Certificate**” means a certificate in respect of a Work Package, as provided by Project Co pursuant to the Design and Certification Procedure.
- 1.271 “**Design Coordination Certificate**” means a certificate in respect of design coordination for all Work Packages, as provided by Project Co pursuant to the Design and Certification Procedure.
- 1.272 “**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 Project Co or a Project Co Person relating to the Project Work or to any Change.
- 1.273 “**Design Development Change**” has the meaning given in Section 5.2 *[Design Development Changes]* of Schedule 13 *[Changes]*.
- 1.274 “**Design Development Change Record**” has the meaning given in Section 5.3 *[Design Development Change Process]* of Schedule 13 *[Changes]*.
- 1.275 “**Design Development Change Record Confirmation**” has the meaning given in Section 5.4 *[City Consideration of Design Development Change]* of Schedule 13 *[Changes]*.
- 1.276 “**Design Development Change Register**” has the meaning given in Section 5.7 *[Reconciliation]* of Schedule 13 *[Changes]*.
- 1.277 “**Design Development Phase**” means the period from the Effective Date to the date of Acceptance of all Final Designs.
- 1.278 “**Design Drawings**” means technical drawings used to fully and clearly define the requirements of an engineered item, excluding shop or fabrication details.
- 1.279 “**Design Entity**” means a legal entity or professional organization performing a component of Design for the Project.
- 1.280 “**Design Guide**” means the document entitled Valley Line West LRT Design Guide that provides guidance on implementing the SUI requirements for the Project, a copy of which is included in the Disclosed Data.

- 1.281 “**Design Management Plan**” has the meaning given in Section 6.4.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.282 “**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 Project Co pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.283 “**Design Quality Management Plan**” means the plan prepared by Project Co in accordance with Appendix 9B *[Design Quality Management Plan]* of Schedule 9 *[Quality Management]*.
- 1.284 “**Design Quality Manager**” has the meaning given in Section 5.3.1 of Schedule 9 *[Quality Management]*.
- 1.285 “**Design Service Life**” means the period of time for which a component of the Infrastructure, including a Structure, piece of Equipment, material, component, device or system, as applicable, is expected to function properly at its designated capacity without major repairs or performance of compounding unscheduled maintenance activities.
- 1.286 “**Design Team**” is comprised of the individuals responsible for the preparation of the detailed Design of the Infrastructure.
- 1.287 “**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 Submission Date:
- (a) a change, including new or supplemental laws or regulations, that specifically requires a higher or different standard of performance or higher or different quality of material, in the performance of the Project Work compared to what was required under Applicable Law or the Project Requirements on the Effective Date, provided such change could not have been reasonably anticipated based on publicly available information and reasonable due diligence prior to the Financial Submission Date;
 - (b) a change, including new or supplemental laws or regulations or administrative policy requirements of a Governmental Authority, that results in the requirement for additional or supplemental environmental approvals or authorizations, or a change in the terms or conditions of such approvals, that makes it more 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 Project Co in the course of carrying out the Project Work, to the extent that Project Co is unable to recover or be credited with input tax credits, refunds, rebates or exemptions for taxes payable by Project Co under such sales tax;
 - (d) the enactment of an emergency order by a Governmental Authority or statutory body having jurisdiction over Project Co and/or the Project in relation to the occurrence of an Epidemic that disrupts, interferes with or delays Project Co’s performance of the Project Work so as to prevent all or substantially all 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 results in the requirement for additional or supplemental occupational health and safety requirements 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 directed specifically at Project Co, 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 of Part 1 [*Project Approvals*] of Schedule 28 [*Project Approvals and Utility Matters*].

For certainty, “Designated Change in Law” does not include (except as contemplated in Section 1.287(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.

- 1.288 “**Designer**” means the individual or team who takes professional responsibility for the Design of a specific aspect of the Project.
- 1.289 “**Destination Stop**” means the final Stop or Station serviced on any Trip.
- 1.290 “**Detailed Design Road Safety Audit**” has the meaning given in Section 5.8.2 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.291 “**Detailed Design Road Safety Audit Report**” has the meaning given in Section 5.8.2 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.292 “**Detailed Design Road Safety Response Report**” has the meaning given in Section 5.8.2 [*Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.293 “**Determined Breach**” has the meaning given in Section 4.3(d)(i) of Schedule 8 [*Intellectual Property*].
- 1.294 “**Development Charges**” has the meaning given in Section 4.17 [*Development Charges*] of the Agreement.
- 1.295 “**Direct Fixation Track**” means a ballastless track structure in which the Track is mounted on direct fixation fasteners that in turn are anchored to an underlying concrete slab.
- 1.296 “**Direct Lender Agreement**” means the agreement between the City, the [*Lender or Lender’s Agent*] and Project Co in the form set out in Schedule 21 [*Direct Lender Agreement*], as amended, supplemented or replaced from time to time in accordance with the Agreement.
- 1.297 “**Direct Losses**” means all damages, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including costs incurred in respect of fuel, labour costs, vehicle wear and tear, and the cost of legal or professional services, legal costs being on a substantial indemnity basis, 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.
- 1.298 “**Director of Inspection**” has the meaning given in the *Occupational Health and Safety Act* (Alberta).
- 1.299 “**Disclosed Data**” means any and all information, data, reports and documents from time to time disclosed, provided or made available by the City or a City Person to Project Co or a Project Co Person, in connection with or pertaining to the Project, the Project Work, the City Lands, the Infrastructure, the requirements of any Governmental Authority, or any obligations undertaken by

Project Co 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;
 - (e) anything contained in the Data Room before, on or after the Financial Submission Date, and any information, data, report or document specifically referred to in the Data Room; and
 - (f) the land identification computer-aided design drawings, the land identification sheets and the information contained therein and thereon.
- 1.300 **“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.
- 1.301 **“Dispute Notice”** has the meaning given in Section 2.2 *[Dispute Notice and Response]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.302 **“Dispute Resolution Procedure”** has the meaning given in Section 2.1 *[Procedure]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.303 **“Downtown Character Zone”** means the Character Zone described in Section 2-3.6 *[Downtown Character Zone]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.304 **“Downtown Opportunity Area”** means the area described in Section 2-3.6.2 *[Downtown Opportunity Area]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.305 **“Draft Independent Certifier Payment Certificate”** has the meaning given in Section 1.2(c) of Appendix 1 *[Functions]* of Appendix 15A *[Independent Certifier Agreement]* of Schedule 15 *[Independent Certifier]*.
- 1.306 **“Draft Public Art Call”** means the draft version of the documents that are created to procure the Public Art artists.

- 1.307 **“Draw Amount”** has the meaning given in Section 21.4[*Performance Letter of Credit*] of the Agreement.
- 1.308 **“Driver”** means a person having exclusive control over the operation of an LRV or Train.
- 1.309 **“Dust Control Plan”** means the plan prepared by Project Co in accordance with Section 17(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.310 **“Dwell Time”** has the meaning given in Section 1.2 [*Definitions*] of Schedule 7 [*Performance Requirements*].
- 1.311 **“Dynamic Envelope”** means the maximum space occupied by an On-track Vehicle under dynamic conditions taking into account car movements on level tangent Track, and including the pantograph operating range/sway and suspension system deflections under all Passenger loading and maintenance conditions, representing the extreme On-track Vehicle body displacement in any combination of rotational, lateral, and vertical movements.
- 1.312 **“Early Works”** means the works completed pursuant to the Early Works Agreement.
- 1.313 **“Early Works Agreement”** means the agreement dated October 29, 2020 between the Early Works Contractor and the City pursuant to which the City initiated performance of certain of the Project Work prior to Commercial Close.
- 1.314 **“Early Works Contractor”** has the meaning given in Section 1.6(a) of this Agreement.
- 1.315 **“ECO Plan”** has the meaning given in Section 10(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.316 **“ECO Plan Framework”** has the meaning given in Section 3(a)(ii)(10) of Schedule 10 [*Environmental Performance Requirements*].
- 1.317 **“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.
- 1.318 **“Edmonton Transit Service”** or **“ETS”** means the operator of the public transportation system provided by the City of Edmonton.
- 1.319 **“Effective Date”** means the date of this Agreement.
- 1.320 **“EIA Approval”** means the resolution of City Council set out in section 6.12 [*Groat Ravine and MacKinnon Ravine Environmental Impact Assessments and Site Location Study - Valley Line West*] of the minutes of the City Council meeting held on November 6 and 7, 2018.
- 1.321 **“Elective Insurance”** has the meaning given in Section 3.4 [*Additional and Elective Insurance*] of Schedule 17 [*Insurance Requirements*].
- 1.322 **“Electrical Code Variance Request”** has the meaning given in Section 6-5.4 [*Application for Electrical Code Variance*] of Schedule 5 [*D&C Performance Requirements*].
- 1.323 **“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.

- 1.324 **“Elevated Guideway”** means a Transportation Structure supporting an above-grade section including the Stony Plain Road Bridge and the Anthony Henday Drive LRT Bridge.
- 1.325 **“Elevated Guideway Ramp”** means the transition of an Elevated Guideway from at-grade to the start of the above-grade structure and enclosed by side walls and an abutment wall.
- 1.326 **“Eligible Utilities Costs”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.327 **“Embedded Software”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.328 **“Embedded Track”** or **“Embedded Trackway”** means a type of Trackway that is completely encased in cast in place concrete – except for the tops and gauge sides of the rails-within pavement.
- 1.329 **“EMC Control Plan”** has the meaning given in Section 1-2.3.2 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.330 **“EMC Design Criteria and Mitigations”** has the meaning given in Section 1-2.3.2 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.331 **“EMC Program”** has the meaning given in Section 1-2.3.2 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.332 **“EMC Project File”** means a project file meeting the requirements specified in Section 1-2.3.5 *[EMC Project File]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.333 **“EMC Requirements”** has the meaning given in Section 1-2.3.2 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.334 **“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 and/or equipment;
 - (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.

- 1.335 **“Emergency Alarm Station”** has the meaning given to it in NFPA-130 – Chapter 3 Definitions - Blue Light Station.
- 1.336 **“Emergency Response Plan”** has the meaning given in Section 4.1 [*Emergency Response Plan*] of Schedule 11 [*Construction Safety Requirements*].
- 1.337 **“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.
- 1.338 **“EMI/RFI Study”** has the meaning given in Section 1-2.3.2 [*General*] of Schedule 5 [*D&C Performance Requirements*].
- 1.339 **“EMI/RFI Survey Test Report”** has the meaning given in Section 1-2.3.2 [*General*] of Schedule 5 [*D&C Performance Requirements*].
- 1.340 **“EMI/RFI Test Procedures and Test Reports”** has the meaning given in Section 1-2.3.2 [*General*] of Schedule 5 [*D&C Performance Requirements*].
- 1.341 **“Employee Termination Payments”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 27 [*Compensation on Termination*].
- 1.342 **“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.
- 1.343 **“Engineer of Record”** has the meaning given in Section 5.4.1 of Schedule 9 [*Quality Management*].
- 1.344 **“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.
- 1.345 **“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.
- 1.346 **“Environmental Impact Assessment”** or **“EIA”** means the reports titled (i) “Environmental Impact Assessment Pursuant to Bylaw 7188 for Valley Line West Light Rail Transit (LRT) Crossing at Groat Ravine ,” Final Report prepared by Spencer Environmental Management Services Ltd dated September 2018, and (ii) “Environmental Impact Assessment Pursuant to Bylaw 7188 for Valley Line West Light Rail Transit (LRT) Activities Near MacKinnon Ravine,” Final Report, prepared by Spencer Environmental Management Services Ltd dated September 2018, as amended and included in the Disclosed Data.
- 1.347 **“Environmental Management Mandate”** has the meaning given in Section 2(a) of Schedule 10 [*Environmental Performance Requirements*].

- 1.348 **“Environmental Management System”** or **“EMS”** means the system to manage Project Co’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*].
- 1.349 **“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 Project Co pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.350 **“Environmental Monitor”** means one or more individuals appointed by Project Co with the responsibilities and authority specified in Section 7(c) of Schedule 10 [*Environmental Performance Requirements*].
- 1.351 **“Environmental Permit”** means a Project Approval required under any Applicable Law relating to the Environment.
- 1.352 **“Environmental Plan”** has the meaning given in Section 9.1(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.353 **“ENVISO”** means the City of Edmonton’s Environmental Management System, a copy of which is included in the Disclosed Data.
- 1.354 **“EPEA”** means the *Environmental Protection and Enhancement Act* (Alberta).
- 1.355 **“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 Project Agreement and including, for clarity, the 2019 novel coronavirus disease;
- 1.356 **“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 Project Co or a Project Co Person in carrying out the Project Work activities which are regularly turned over in the normal course of business and not intended to be incorporated into the Infrastructure.
- 1.357 **“Equivalent Activity”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.358 **“ESC Plan”** has the meaning given in Section 11(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.359 **“Escrow Agent”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.360 **“Escrow Agreement”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.361 **“Escrow Materials”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].

- 1.362 “**Escrow Materials Provider**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.363 “**Escrow Materials Provider Event of Default**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.364 “**Escrowed Deliverable**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.365 “**ETS CCTV System**” has the meaning given in Section 6-1.11 *[CCTV System]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.366 “**ETS LAN Cabinet**” has the meaning given in Section 6-1.6 *[Wayside Equipment and Wayside Equipment Enclosures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.367 “**ETS Surveillance Study**” has the meaning given in Section 6-1.11.3.1 *[General Surveillance Requirements and Coverage]* of Schedule 5 *[D&C Performance Requirements]*
- 1.368 “**ETS Transit Impact**” means a Full Closure, or reduction to one lane of traffic in a single direction for the full length or any portion of a Roadway Section that is designated an existing transit route as per Table 1-4.2.5 *[Roadway Closure 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.
- 1.369 “**ETS Transit Network**” means the entire transit network of the ETS, including the Valley Line LRT.
- 1.370 “**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.
- 1.371 “**ETS Transit Security Control Centre**” means the central control facility in which ETS Transit Security manages security and surveillance.
- 1.372 “**Event**” has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.373 “**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]*.
- 1.374 “**Excess 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]*.
- 1.375 “**Excess 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]*.
- 1.376 “**Excess 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]*.
- 1.377 “**Excess Soil**” has the meaning given in Section 15.5(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.378 “**Existing Anthony Henday Drive Bridge**” means the grade separation bridge structure carrying 87 Avenue over Anthony Henday Drive.

- 1.379 **“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.
- 1.380 **“Existing Stony Plain Road Bridge”** means the original grade separation bridge structure carrying Stony Plain Road over Groat Road.
- 1.381 **“Existing Utility Agreements”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.382 **“Expected Service Life”** means the period of time for which a component of the Infrastructure, including, piece of Equipment, material, component, device or system, as applicable, is expected to function while undergoing Custodial Maintenance but without needing scheduled maintenance that interrupts the operation of the asset, reactive unscheduled maintenance that does not interrupt the operation of the asset, or proactive regularly scheduled maintenance as part of a planned preventive maintenance regime.
- 1.383 **“Expiry Date”** has the meaning given in Section 5.8 *[Term]* of the Agreement.
- 1.384 **“Extraordinary Delay”** means a delay to Project Co and the critical path for the completion of the Design and Construction caused by a Utility Company Breach or Utility Company Fault that could not have been reasonably anticipated and properly taken into account by Project Co in its Utility Coordination Plan, the Construction Schedule for Utility Work, Design Management Plan or Construction Management Plan or otherwise reasonably planned for, identified and avoided or substantially mitigated by Project Co 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 design information describing the Utility Conflict and Project Co’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;
 - (c) the relevant timeline stipulated in an Existing Utility Agreement, as the same may be confirmed in a City Support Statement, or in a Pipeline Crossing Agreement;
 - (d) 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;
 - (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 Project Co through Standard Due Diligence prior to the Financial Submission Date, 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 (d) 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.

- 1.385 **“Failure Reports”** has the meaning given in Section 3.4 [*Performance Demonstration Reporting*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.386 **“Fibre Distribution Frame”** or **“FDF”** means a passive device for terminating optical cables, allowing arbitrary interconnections to be made.
- 1.387 **“Fibre Optic Backbone”** has the meaning given in Section 6-1.8 A [*Fibre Optic Backbone*] of Schedule 5 [*D&C Performance Requirements*].
- 1.388 **“Field Review Monitor”** has the meaning given in Section 5.5.1 of Schedule 9 [*Quality Management*].
- 1.389 **“Final Building SCADA Design Package”** has the meaning given in Section 6-1.14.2 [*Building SCADA*] of Schedule 5 [*D&C Performance Requirements*].
- 1.390 **“Final CCTV Design Package”** has the meaning given in Section 6-1.11.2.1 [*General Surveillance Requirements and Coverage*] of Schedule 5 [*D&C Performance Requirements*].
- 1.391 **“Final Completion”** means that all the conditions precedent to Final Completion specified in Section 16.2 [*Conditions Precedent to Final Completion*] of Schedule 4 [*Design and Construction Protocols*] that have not been waived by the City, have been achieved, as certified by the Independent Certifier.
- 1.392 **“Final Completion Date”** means the date on which all of the conditions precedent to Final Completion specified in Section 16.2 [*Conditions Precedent to Final Completion*] of Schedule 4 [*Design and Construction Protocols*], that have not been waived by the City, have been achieved, as certified by the Independent Certifier in accordance with in accordance with Section 16.5 [*Certification of Final Completion*] of Schedule 4 [*Design and Construction Protocols*]. It shall be the date shown on the Certificate of Final Completion.
- 1.393 **“Final CTS Design Package”** has the meaning given in Section 6-1.7.1 [*Communications Transmission System (CTS)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.394 **“Final Data Centre Design Package”** has the meaning given in Section 6-1.8 [*Data Centres*] of Schedule 5 [*D&C Performance Requirements*].
- 1.395 **“Final Data Radio System Design Package”** has the meaning given in Section 6-1.12.3.5 [*Submittals*] of Schedule 5 [*D&C Performance Requirements*].
- 1.396 **“Final Design”** means the design complete and issued for construction in respect of a Work Package, produced by Project Co in accordance with Schedule 4 [*Design and Construction Protocols*] and meeting all applicable Design and Construction Requirements.
- 1.397 **“Final Design and Construction Report”** has the meaning given in Section 11.2 [*Final Design and Construction Report*] of Schedule 4 [*Design and Construction Protocols*].
- 1.398 **“Final Infrastructure Performance Demonstration Monitoring Report”** has the meaning given in Section 3.4 [*Performance Demonstration Reporting*] of Schedule 7 [*Performance Demonstration Requirements*].

- 1.399 **“Final Ground Grid Resistivity Reading”** has the meaning given in Section 6-2.3.7 *[Substation and Earthing Connections]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.400 **“Final NMS Design Submission”** has the meaning given in Section 6-1.16 *[Network Management System]* of Schedule 5 *D&C Performance Requirements]*.
- 1.401 **“Final PA/VMS Design Package”** has the meaning given in Section 6-1.20.2 *[PA/VMS System]* of Schedule 5 *D&C Performance Requirements]*.
- 1.402 **“Final Plan”** has the meaning given in Section 9.2.1(e) of Schedule 9 *[Quality Management]*.
- 1.403 **“Final RAM Analysis Report”** has the meaning given in Section 5.6.3 *[RAM Analysis Report]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.404 **“Final Security and Alarm Systems Design Package”** has the meaning given in Section 6-1.15 *[Security and Alarm System]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.405 **“Final Systems Duct Bank Design Package”** has the meaning given in Section 6-1.5 *[Systems Duct Bank and Associated Infrastructure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.406 **“Final Telephone Design Package”** has the meaning given in Section 6-1.13.2 *[Telephones]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.407 **“Final Traffic Controller Design Package”** has the meaning given in Section 6-4.3.7 *[Traffic Controller and Cabinet]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.408 **“Final Tree Reconciliation Report”** means the report described in Section 2-14.15 I. *[Tree Retention, Removal, and Protection]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.409 **“Final Voice Radio System Design Package”** has the meaning given in Section 6-1.12.2.5 *[Submittals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.410 **“Final Wayside Equipment Design Package”** has the meaning given in Section 6-1.6 *[Wayside Equipment and Wayside Equipment Enclosures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.411 **“Financial Close”** means the first date that funding is available under the Senior Financing Agreements.
- 1.412 **“Financial Proposal”** means the financial proposal “VLS-3” submitted by Project Co in response to the RFP.
- 1.413 **“Financial Submission Date”** means the “VLS-3” submission date of October 27, 2020.
- 1.414 **“First Interim Building SCADA Design Package”** has the meaning given in Section 6-1.14.2 *[Building SCADA]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.415 **“First Interim CCTV Design Package”** has the meaning given in Section 6-1.11.2.1 *[General Surveillance Requirements and Coverage]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.416 **“First Interim CTS Design Package”** has the meaning given in Section 6-1.7.1 *[Communications Transmission System (CTS)]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.417 **“First Interim Data Centre Design Package”** has the meaning given in Section 6-1.8 *[Data Centres]* of Schedule 5 *[D&C Performance Requirements]*.

- 1.418 **“First Interim Data Radio System Design Package”** has the meaning given in Section 6-1.12.3.5 *[Submittals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.419 **“First Interim PA/VMS Design Package”** has the meaning given in Section 6-1.20.2 *[PA/VMS System]* of Schedule 5 *D&C Performance Requirements]*.
- 1.420 **“First Interim Security and Alarm Systems Design Package”** has the meaning given in Section 6-1.15 *[Security and Alarm System]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.421 **“First Interim Systems Duct Bank Design Package”** has the meaning given in Section 6-1.5 *[Systems Duct Bank and Associated Infrastructure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.422 **“First Interim Telephone Design Package”** has the meaning given in Section 6-1.13.2 *[Telephones]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.423 **“First Interim Voice Radio System Design Package”** has the meaning given in Section 6-1.12.2.5 *[Submittals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.424 **“First Interim Wayside Equipment Design Package”** has the meaning given in Section 6-1.6 *[Wayside Equipment and Wayside Equipment Enclosures]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.425 **“First NMS Design Submission”** has the meaning given in Section 6-1.16 *[Network Management System]* of Schedule 5 *D&C Performance Requirements]*.
- 1.426 **“Fixed Tooling”** means any tools that are permanently affixed within the Gerry Wright OMF Building B such as lathes and drill presses.
- 1.427 **“FOIP Act”** has the meaning given in Section 1 *[Purpose]* of Schedule 18 *[Freedom of Information and Protection of Privacy]*.
- 1.428 **“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.
- 1.429 **“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.
- 1.430 **“Force Majeure Termination”** means termination of the agreement by either party under Section 15.4 *[Termination Upon Force Majeure]* on account of a Force Majeure Event.
- 1.431 **“Forensic Schedule Analysis”** has the meaning given in Section 10.2(b)(iv) of the Agreement.
- 1.432 **“Forest Reclamation/Restoration Specialist”** means the person appointed to develop and oversee implementation of the Native Forest Restoration Plan or the Naturalization Plan, or both,

- and having the qualifications set out in Section 20.3(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.433 “**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.
- 1.434 “**Franchise Agreements**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.435 “**FTRP Initiating Party**” has the meaning given in Section 2.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.436 “**FTRP Receiving Party**” has the meaning given in Section 2.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.437 “**Full Activation Traffic Controller Design Package**” has the meaning given in Section 6-4.3.7 *[Traffic Controller and Cabinet]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.438 “**Full Closure**” means a closure of all through traffic lanes throughout all, or any portion of, a Roadway section described in Table 1-4.2.5 *[Roadway Section Restrictions and Roadway Categories]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.439 “**Full Priority**” means a Transit Signal Priority arrangement whereby a Train is afforded the highest priority phase sequence relative to road and pedestrian traffic, such that the Train will be serviced with a proceed aspect upon its punctual arrival at the intersection within a prescribed time interval after having initiated the Full Priority call.
- 1.440 “**Furnishing Zone**” means the space between the road and the sidewalk and is colloquially known as the boulevard.
- 1.441 “**Future Acquired Lands**” means City Lands to be acquired by the City after the Effective Date and on or before the possession dates described in Schedule 14 *[City Lands]*, and for clarification do not include the Additional Lands which may be identified by Project Co pursuant to Section 4.5 *[Additional Lands]* of the Agreement.
- 1.442 “**Future Utility Work**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.442A “**General Partner**” means Marigold Infrastructure Partners Inc., in its capacity as general partner of Project Co.
- 1.443 “**GeoEdmonton**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.444 “**Geometry Control Manual**” means the manual described in Section 4-4.8.2.5 C *[Geometry Control Plan and Procedure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.445 “**Geometry Control Plan and Procedure**” means the plan and procedures prepared in accordance with Section 4-4.8.2.5 *[Geometry Control Plan and Procedure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.446 “**Gerry Wright OMF**” means the LRT operations, maintenance and storage facility located at the Gerry Wright OMF Site, and includes Gerry Wright OMF Stage 1 and Gerry Wright OMF Stage 2.

- 1.447 **“Gerry Wright OMF Building A”** means the building structure located on Gerry Wright OMF Parcel A.
- 1.448 **“Gerry Wright OMF Building B”** means the Building Structure at Gerry Wright OMF Part B.
- 1.449 **“Gerry Wright OMF Building B Occupied Areas”** means those areas of Gerry Wright OMF Building B which are not used primarily for LRV storage;
- 1.450 **“Gerry Wright OMF Building Parametric Programming Report”** has the meaning given in Section 8-2.6.2 [*Site Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.451 **“Gerry Wright OMF East Utility ROW”** means, collectively, utility right-of-way 5073HR and utility right-of-way 7819LN, as set out in Figure 25 of Appendix 14B [*City Lands Site Plans*] to Schedule 14 [*City Lands*].
- 1.452 **“Gerry Wright OMF Parcel A”** means that portion of 6615 51 Avenue which lies to the west of Gerry Wright OMF West Utility ROW.
- 1.453 **“Gerry Wright OMF Parcel B”** means that portion of the property set out in Figure 25 of Appendix 14B [*City Lands Site Plans*] to Schedule 14 [*City Lands*] which lies to the west of Gerry Wright OMF East Utility ROW and to the east of Gerry Wright OMF West Utility ROW.
- 1.454 **“Gerry Wright OMF Parcel C”** means that portion of the property set out in Figure 25 of Appendix 14B [*City Lands Site Plans*] to Schedule 14 [*City Lands*] which lies to the east of Gerry Wright OMF East Utility ROW.
- 1.455 **“Gerry Wright OMF Part A”** means all Infrastructure for the Gerry Wright OMF which is located on Gerry Wright OMF Parcel A and which includes any elements constituting Gerry Wright OMF Stage 1.
- 1.456 **“Gerry Wright OMF Part B”** means all Infrastructure for the Gerry Wright OMF which is located on Gerry Wright OMF Parcel B and, for the avoidance of doubt, excludes any elements constituting Gerry Wright OMF Stage 1.
- 1.457 **“Gerry Wright OMF Part B Systems”** means any system installed at Gerry Wright OMF Building B as described in Part 6 [*Systems*] and Part 8 [*Maintenance and Storage Facilities*] of Schedule 5 [*D&C Performance Requirements*].
- 1.458 **“Gerry Wright OMF Part C”** means all Infrastructure for the Gerry Wright OMF which is located on Gerry Wright OMF Parcel C.
- 1.459 **“Gerry Wright OMF Site”** means Gerry Wright Parcel A, Gerry Wright Parcel B, Gerry Wright Parcel C, Gerry Wright OMF West Utility ROW, and Gerry Wright OMF East Utility ROW.
- 1.460 **“Gerry Wright OMF Stage 1”** means the LRT operations, maintenance and storage facility, including the associated building structure, Roadways, sidewalks, Stormwater Management infrastructure, Yard Track Traction Power System, Shop Track Traction Power System, parking facilities, Yard Tracks, Shop Tracks, circulation Tracks, Lead Tracks and yard control system, which is constructed as part of Valley Line LRT Stage 1 and located at Gerry Wright OMF Parcel A and Gerry Wright OMF Parcel C.
- 1.461 **“Gerry Wright OMF Stage 2”** means that portion of the Gerry Wright OMF which is to be provided as Project Work, as described in Section 8-2 [*Gerry Wright OMF*] of Schedule 5 [*D&C Performance Requirements*], and includes Gerry Wright OMF Part B and Gerry Wright OMF Part C and for the avoidance of doubt, excludes Gerry Wright OMF Stage 1.

- 1.462 **“Gerry Wright OMF Stage 2 TPSS Design Package”** has the meaning given in Section 6-2.3.1 *[Traction Power - General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.463 **“Gerry Wright OMF West Utility ROW”** means, collectively, utility right-of-way 205JF, utility right-of-way 6503JR, utility right-of-way 4584JV, and utility right-of-way 4523RT, as set out in Figure 25 of Appendix 14B *[City Lands Site Plans]* to Schedule 14 *[City Lands]*.
- 1.464 **“Gerry Wright OMF Work Plan”** has the meaning give in Section 1-1.4.2 *[Scheduling and Coordination of Integration Points]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.465 **“Gerry Wright OMF Yard Circulation Report”** has the meaning given in Section 8-2.5.2 *[Yard and Yard Tracks]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.466 **“GHG”** has the meaning given in Section 1(g) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.467 **“GHG and Environmental Benefits”** has the meaning given in Section 1(g) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.468 **“Glenora Stop”** means the Stop located as set out in Table 1-1.2.2-1 *[Stops and Stations]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.469 **“Glenwood/Sherwood Stop”** means the Stop located as set out in Table 1-1.2.2-1 *[Stops and Stations]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.470 **“Global Wayfinding Maps”** means the maps described in Section 5-2.7.11.6 *[Global Wayfinding Maps]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.471 **“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.
- 1.472 **“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.
- 1.473 **“Government of Canada Yield”** means on any date the average of the bid side market yield to maturity and the offer side market yield to maturity (“mid yield to maturity”) for spot settlement that a non-callable Government of Canada bond would yield if issued in Canadian dollars in Canada with 100% of the principal amount paid on the date equal to the average remaining life of the Bonds; and where no Government of Canada bond has a maturity equal to such average remaining life, or a bond matures on such date but is not actively traded, then the “Government of Canada Yield” will be the linearly interpolated yield between two actively traded bonds with maturity dates closest to such date, the first of which shall have a maturity date prior to such date and the second of which shall have a maturity date after such date, as determined by Project Co and acceptable to the City acting reasonably, and where the market yield for the Government of Canada bonds will be calculated as the average of the mid yields to maturity determined by two

major independent financial institutions active in the Canadian bond market selected by Project Co and acceptable to the City acting reasonably.

- 1.474 “**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.
- 1.475 “**Grade Crossing Hazard Analysis**” has the meaning given in Section 5.4 [*Safety and Security Certification Program*] of Schedule 4 [*Design and Construction Protocols*].
- 1.476 “**Groat Ravine**” is that area located within the Lands that falls within the Bylaw 7188 boundary as shown in Figure 3 of Schedule 10 [*Environmental Performance Requirements*].
- 1.477 “**Grounding and Bonding Plan**” has the meaning given in Section 1-2.7 [*Grounding and Bonding*] of Schedule 5 [*D&C Performance Requirements*].
- 1.478 “**Grovenor/142 Street Stop**” means the Stop located as set out in Table 1-1.2.2-1 [*Stops and Stations*] of Schedule 5 [*D&C Performance Requirements*].
- 1.479 “**Grovenor and Glenora Character Zone**” means the Character Zone described in Section 2-3.5 [*Grovenor and Glenora Character Zone*] of Schedule 5 [*D&C Performance Requirements*].
- 1.480 “**GST**” means the value-added tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.
- 1.481 “**Harmful Code**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.482 “**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.
- 1.483 “**Hazard Analyses**” means analyses performed to identify hazardous conditions for the purpose of their elimination or control and “**Hazard Analysis**” shall have a corresponding meaning.
- 1.484 “**Hazard Brake**” means a revocable brake function meeting the requirements set out in EN-13452 (Emergency 3).
- 1.485 “**Hazard Log**” has the meaning given in Section 5.4 [*Safety and Security Program*] of Schedule 4 [*Design and Construction Protocols*].
- 1.486 “**Hazardous Substances**” means hazardous substances as that term is defined in EPEA.
- 1.487 “**Hazardous Substances and Waste Management Plan**” means the plan prepared by Project Co in accordance with Section 15.7(b) of Schedule 10 [*Environmental Performance Requirements*].
- 1.488 “**Headway**” means the amount of time that elapses between the arrival of any two Trains travelling in the same direction at:
- (a) a Stop or Station; or
 - (b) any point on the LRT Corridor.

- 1.489 **“Health and Safety Management System”** means the occupational health and safety management system developed by Project Co in accordance with Section 2.1 [*Health and Safety Management Supplementary*] of Schedule 11 [*Construction Safety Requirements*].
- 1.490 **“Hedge Provider”** means a person that has entered into a Hedging Agreement with Project Co pursuant to the Senior Financing Agreements, together with their successors and permitted assigns.
- 1.491 **“Hedging Agreement”** means an agreement relating to the hedging of interest rate risk entered into by Project Co and the Hedge Provider(s) pursuant to the Senior Financing Agreements.
- 1.492 **“Held Rights”** has the meaning given in Section 3.4(b) of Schedule 8 [*Intellectual Property*].
- 1.493 **“High Water Level”** or **“HWL”** means the maximum water level within a Stormwater Management Facility during its design event.
- 1.494 **“Historical Resources”** means property of archaeological, paleontological or heritage significance located in, under or on the City Lands.
- 1.495 **“Historical Resources Act”** means the *Historical Resources Act* (Alberta).
- 1.496 **“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.
- 1.497 **“HST”** means the value-added tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor legislation thereto.
- 1.498 **“Human Factors Report”** means the report prepared pursuant to and in accordance with Section 5.9 [*Human Factors Specialist*] of Schedule 4 [*Design and Construction Protocols*].
- 1.499 **“Human Factors Specialist”** means the individual appointed pursuant to and in accordance with Section 5.9 [*Human Factors Specialist*] of Schedule 4 [*Design and Construction Protocols*].
- 1.500 **“ICS Integration Ready Date”** has the meaning given in Section 13.1 [*Advance Notice of ICS Integration Ready Date*] of Schedule 4 [*Design and Construction Protocols*].
- 1.501 **“ICS Integration Ready Date Certificate”** has the meaning given in Section 13.5(a) [*Certification of ICS Integration Ready Date*] of Schedule 4 [*Design and Construction Protocols*].
- 1.502 **“ICS Interface Control Document”** has the meaning given in Section 6-1.3 [*Train Control System (TCS)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.503 **“Identified Encumbrances”** means all Encumbrances specifically identified in Schedule 14 [*City Lands*] Appendix 14A [*City Lands Descriptions and Identified Encumbrances*].
- 1.504 **“In-Service Road Safety Audit”** has the meaning given in Section 5.8.3 [*In-Service Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.505 **“In-Service Road Safety Audit Report”** has the meaning given in Section 5.8.3 [*In-Service Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.506 **“In-Service Road Safety Audit Certificate”** has the meaning given in Section 5.8.3 [*In-Service Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].

- 1.507 **“In-Service Road Safety Response Report”** has the meaning given in Section 5.8.3 [*In-Service Road Safety Audits*] of Schedule 4 [*Design and Construction Protocols*].
- 1.508 **“Incident”** has the meaning given in Section 3.14 [*Incident Reporting and Insurance Claim Settlement*] of Schedule 17 [*Insurance Requirements*].
- 1.509 **“Included Source Materials”** has the meaning given in Section 4.2(d) of Schedule 8 [*Intellectual Property*].
- 1.510 **“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*].
- 1.511 **“Incorporated Infrastructure”** means Existing Infrastructure located on the Lands, as of the Commercial Close, which is incorporated into, or forms part of, the Infrastructure.
- 1.512 **“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.
- 1.513 **“Indemnifiable Taxes”** has the meaning given in Section 8.5 [*Taxes*] of the Agreement.
- 1.514 **“Indemnified Party”** has the meaning given in Section 18.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.515 **“Indemnifying Party”** has the meaning given in Section 18.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.516 **“Indemnity Claim”** has the meaning given in Section 18.3 [*Conduct of Indemnified Claims*] of the Agreement.
- 1.517 **“Independent Certifier”** has the meaning given in Section 1 [*Appointment*] of Schedule 15 [*Independent Certifier*].
- 1.518 **“Independent Certifier Agreement”** means the agreement between the City, Project Co and the Independent Certifier on the terms generally as set out in Appendix 15A [*Independent Certifier Agreement*] of Schedule 15 [*Independent Certifier*] as amended, supplemented or replaced from time to time in accordance with the agreement.
- 1.519 **“Independent Certifier Payment Certificate”** or has the meaning given in Section 1.2(d) of Appendix 1 [*Functions*] of Appendix 15A [*Independent Certifier Agreement*] of Schedule 15 [*Independent Certifier*].
- 1.520 **“Independent Performance Demonstration Certifier”** or **“IPDC”** means the independent performance demonstration certifier appointed by the City, Project Co, the Operator and the LRV Supplier pursuant to Article 7 [*Independent Performance Demonstration Certifier*] of Schedule 6 [*Interface Agreement*].
- 1.521 **“Independent Performance Demonstration Certifier Agreement”** means the agreement between the City, Project Co, the Operator, the LRV Supplier and the Independent Performance Demonstration Certifier on the terms generally as set out in Appendix 6A [*Independent Performance Demonstration Certifier Agreement*] to Schedule 6 [*Interface Agreement*].

- 1.522 “**Independent Road Safety Auditor**” has the meaning given in Section 5.8.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.523 “**Indigenous**” refers to Stakeholders listed on Appendix 12A *[Indigenous Engagement: Shareholders]* to Schedule 12 *[Communications and Engagement]*.
- 1.524 “**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 Project Co specifically under or in connection to the Agreement and this Project) and not by third parties, or for consequential loss or for indirect loss of any nature suffered or allegedly suffered by either Party.
- 1.525 “**Ineligible Utilities Costs**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.526 “**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 Project Co pursuant to the Agreement, including all light rail transit infrastructure, equipment, vehicles, 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.
- 1.527 “**Infrastructure Performance Demonstration**” has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.528 “**Infrastructure Performance Demonstration Commencement Date**” has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.529 “**Infrastructure Performance Demonstration Completion Date**” means the date when Infrastructure Performance Demonstration has been successfully completed pursuant to and in accordance with this Agreement. It shall be the date shown on the Certificate of Infrastructure Performance Demonstration Completion.
- 1.530 “**Infrastructure Performance Demonstration Longstop Date**” has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.531 “**Infrastructure Performance Demonstration Monitoring Plan**” has the meaning given in Section 3.3 *[Performance Demonstration Requirements]* of Schedule 7 *[Performance Demonstration Requirements]*
- 1.532 “**Infrastructure Performance Demonstration Monitoring Reports**” has the meaning given in Section 3.4 *[Performance Demonstration Requirements]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.533 “**Infrastructure Performance Demonstration Period**” has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.534 “**Infrastructure Training and Assessment Plan**” has the meaning given in Section 10.2.2 *[Infrastructure Training and Assessment Plan]* of Schedule 4 *[Design and Construction Protocols]*.

- 1.535 **“Infrastructure Training Plan”** has the meaning given in Section 10.2.2 [*Infrastructure Training Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.536 **“Infringed Party”** has the meaning given in Section 4.14(c) of Schedule 8 [*Intellectual Property*].
- 1.537 **“Infringement Claim”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.538 **“Infringing Intellectual Property”** has the meaning given in Section 4.14(c) of Schedule 8 [*Intellectual Property*].
- 1.539 **“Initial Countdown Notice”** has the meaning given in Section 14.1 [*Initial Countdown Notice*] of Schedule 4 [*Design and Construction Protocols*].
- 1.540 **“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*].
- 1.541 **“Initial Meeting”** has the meaning given in Section 2.3 [*Diligent Negotiation*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.542 **“Initial Phase 1 Countdown Notice”** has the meaning given in Section 12.1 [*Initial Phase 1 Countdown Notice*] of Schedule 4 [*Design and Construction Protocols*].
- 1.543 **“Initial Submission”** has the meaning given in Section 2.5 [*Fast Track Referee Process*] in Schedule 20 [*Dispute Resolution Procedure*].
- 1.544 **“Initiating Party”** has the meaning given in Section 2.2 [*Dispute Notice and Response*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.545 **“Innovation Proposal”** has the meaning given in Section 6.1 [*Innovation and Value Engineering*] of Schedule 13 [*Changes*].
- 1.546 **“Inquiry Register”** means the register required to be established by Project Co pursuant to Section 5.1(l) of Schedule 12 [*Communications and Engagement*].
- 1.547 **“Inspection and Test Plan”** means a plan prepared by Project Co in accordance with Section 6.2 [*Inspection and Test Plans*] of Schedule 9 [*Quality Management*].
- 1.548 **“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 9.3 [*Project Co’s Obligations – Damage or Destruction*], Section 9.7 [*Application of Insurance Proceeds If No Termination*] and Section 9.8 [*Application of Insurance Proceeds In Case of Termination*], insurance proceeds received by Project Co from the delay in start-up insurance described in Section 1.1(a)(vi) [*All Risks Builders Risk Insurance*] and Section 1.7 [*All Risks Ocean Marine Cargo Insurance*] of Appendix 17A [*Insurance Requirements*].
- 1.549 **“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 9.3 [*Project Co's Obligations – Damage or Destruction*], Section 9.7 [*Application of Insurance Proceeds If No Termination*] [*Application of Insurance Proceeds In Case of Termination*], insurance proceeds Project Co is entitled to receive from the delay in start-up insurance described in Section 1.1(a)(vi) [*All Risks Builders Risk Insurance*] and Section 1.7 [*All Risks Ocean Marine Cargo Insurance*] of Appendix 17A [*Insurance Requirements*].
- 1.550 “**Insurance Trust Account**” has the meaning given in Appendix 17B [*Insurance Trust Agreement*] of Schedule 17 [*Insurance Requirements*].
- 1.551 “**Insurance Trust Agreement**” has the meaning given in Appendix 17B [*Insurance Trust Agreement*] of Schedule 17 [*Insurance Requirements*].
- 1.552 “**Insurance Trustee**” has the meaning given in Appendix 17B [*Insurance Trust Agreement*] of Schedule 17 [*Insurance Requirements*].
- 1.553 “**Integrally Coloured Concrete**” means a concrete mix where pigmented admixtures, either in liquid or powder form, are intentionally added to a specified concrete mix design to provide an integral, durable and consistent colour between batches of concrete that is resistant to fading and degradation when exposed to the elements for the lifespan of the concrete.
- 1.554 “**Integrated Control System**” or “**ICS**” means a central control room system that manages, controls and supervises Train movements on the mainline over its defined route limits
- 1.555 “**Integrated LRV Commissioning**” means all of the work, activities and tasks required to completely and successfully complete the integration of the LRVs into the Infrastructure.
- 1.556 “**Integrated Pest Management Plan**” has the meaning given in Section 12(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.557 “**Integrated Project Management Plan**” has the meaning given in Section 2.1(a) [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.558 “**Integration**” means the Design, Construction, testing, inspection and Commissioning of all elements of the Infrastructure, in part and as a whole, such that all components of the Infrastructure function together as one coherent system, notwithstanding the creation of the Infrastructure as separate components, in accordance with the Design and Construction Requirements and otherwise as required in accordance with the Agreement, and “**Integrated**” and “**integrate**” shall have a corresponding meaning.
- 1.559 “**Integration Commissioning Sub-Plan**” means the plan prepared by Project Co in accordance with Section 9.4.6.4 [*Integration Commissioning Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.560 “**Integration 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 Project Co pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.561 “**Integration Management**” has the meaning given in Section 5.7.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.562 “**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*].

- 1.563 “**Integration Register**” has the meaning given in Section 5.7.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.564 “**Integration Sub-committee**” means the sub-committee described in Section 5.7.4 of Schedule 4 *[Design and Construction Protocols]*.
- 1.565 “**Intellectual Property**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.566 “**Intellectual Property Rights**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.567 “**Interface Agreement**” means the interface agreement to be entered into by the City, Project Co, the Operator, and the LRV Supplier, substantially in the form attached as Schedule 6 *[Interface Agreement]*.
- 1.568 “**Interim Design**” means a design in respect of a component of the Infrastructure, produced by Project Co in accordance with Schedule 4 *[Design and Construction Protocols]* which is still in development and is not a Final Design.
- 1.569 “**Interim Design Review Sub-committee**” means the sub-committee established pursuant to Section 6.8(g) of Schedule 4 *[Design and Construction Protocols]*.
- 1.570 “**Internal Noise**” means the noise levels measured inside the passenger area of the LRV.
- 1.571 “**IP Certificate**” has the meaning given in Section 4.15(a) of Schedule 8 *[Intellectual Property]*.
- 1.572 “**Isolation Switch Design Package**” has the meaning given in Section 6-2.3.4 *[Shop TPSS and Yard TPSS]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.573 “**Issues Management**” has the meaning given to it in Section 3.10 *[Issues Management]* of Schedule 12 *[Communications and Engagement]*.
- 1.574 “**Issues Register**” means the register required to be established by Project Co pursuant to Section 5.1(k) of Schedule 12 *[Communications and Engagement]*.
- 1.575 “**IV & V Team**” has the meaning given in Section 5.3 *[Independent Verification and Validation]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.576 “**Invoice Date**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 27 *[Compensation on Termination]*.
- 1.577 “**Jasper Place Character Zone**” means the area described in Section 2-3.4.1 *[Jasper Place Opportunity Area]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.578 “**Jasper Place Opportunity Area**” means the Character Zone described in Section 2-3.4 *[Jasper Place Character Zone]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.579 “**Jasper Place Stop**” means the Stop located as set out in Table 1-1.2.2-1 *[Stops and Stations]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.580 “**Jasper Place Transit Centre**” means the existing transit centre at Jasper Place including the passenger loading platforms, the central building, the bus circulation road and the accesses onto Stony Plain road and 100A Avenue.

- 1.581 **“Key Date(s)”** means a date/dates included in Appendix 3A *[Key Dates]* of Schedule 3 *[Construction Schedule]*.
- 1.582 **“Key Individual”** has the meaning given in Section 3.1(a) of Schedule 26 *[Representatives and Key Individuals]*.
- 1.583 **“Kiss and Ride”** means a designated Passenger pick-up and drop-off area located adjacent to a Stop or Station.
- 1.584 **“Known Contaminated Locations”** has the meaning given in Section 15.4 *[Known Contamination]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.585 **“L1 Ground** means the enclosed area on the ground level at the Stations. L1 Ground is at-grade.
- 1.586 **“L2 Mezzanine”** means the mezzanine level at the Stations (level between L1 Ground and L3 Platform).
- 1.587 **“L3 Platform”** means the level at the Stations, where the Valley Line LRT Platform(s) is/are located.
- 1.588 **“Lands”** means the City Lands, Adjoining Lands and any Additional Lands.
- 1.589 **“Landscape Fence”** means a double boarded wood fence on private property.
- 1.590 **“Landscape and Vegetation Handback Date”** means the first July 31 following the second anniversary of the Construction Completion Date, subject to extension under Section 17 *[Landscape and Vegetation Handback Requirements]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.591 **“Landscape Handback Requirements”** has the meaning given in Section 2-15 *[Landscape Handback Requirements]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.592 **“Landscaped Areas”** means all areas of the Lands required to be landscaped in accordance with Section 2-14 *[Landscape Architecture]*
- 1.593 **“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.
- 1.594 **“Lane Closure Condition”** means the applicable lane closure as identified in Table 1 *[Lane Closure Hour Adjustment Rates]* of Schedule 16 *[Payment Mechanism]*.
- 1.595 **“Lane Closure Credit”** means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with the Agreement, as calculated in Section 2.3 *[Lane Closure Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.596 **“Lane Closure Credit Multiplier”** has the meaning given in Section 2.3 *[Lane Closure Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.597 **“Lane Closure Deduction”** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with the Agreement, as calculated in Section 2.3 *[Lane Closure Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.598 **“Lane Closure Deduction Multiplier”** has the meaning given in Section 2.3 *[Lane Closure Adjustment]* of Schedule 16 *[Payment Mechanism]*.

- 1.599 “**Lane Closure Hour Adjustment Rate**” has the meaning given in Table 1 [*Lane Closure Hour Adjustment Rates*] of Schedule 16 [*Payment Mechanism*].
- 1.600 “**Lane Closure Hours**” means the total number of hours that a Lane Closure is in effect.
- 1.601 “**Latent Defect Warranty Period**” means:
- (a) In respect of Gerry Wright OMF Stage 2, the period of time commencing two years after the Phase 1 Construction Completion Date and expiring on the last day of the period within which Notice of such Construction Latent Defect is permitted to be given pursuant to the *Limitations Act* (Alberta); and
 - (b) In respect of the Infrastructure (other than Gerry Wright OMF Stage 2), the period of time commencing two years after the Construction Completion Date and expiring on the last day of the period within which Notice of such Construction Latent Defect is permitted to be given pursuant to the *Limitations Act* (Alberta).
- 1.602 “**Lead Track**” means Tracks connecting the Mainline Track to Yard Track.
- 1.603 “**LEED**” means Leadership in Energy and Environmental Design.
- 1.604 “**LEED Amount**” has the meaning given in Section 4.5 [*LEEDS® Silver Certification*] of Schedule 4 [*Design and Construction Protocols*].
- 1.605 “**LEED Letter of Credit**” has the meaning given in Section 4.5 [*LEEDS® Silver Certification*] of Schedule 4 [*Design and Construction Protocols*].
- 1.606 “**LEED Letter of Credit Holdback**” has the meaning given in Section 4.5 [*LEEDS® Silver Certification*] of Schedule 4 [*Design and Construction Protocols*].
- 1.607 “**LEED Rating System**” means CaGBC’s Leadership in Energy & Environmental Design (LEED) v4.
- 1.608 “**LEED Silver Certification**” means the award of a LEED Silver certification from the CaGBC under the LEED Rating System.
- 1.609 “**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 Project Co shall include the Legal Fault of a Project Co Person and with respect to the City shall include the Legal Fault of a City Person.
- 1.610 “**Legislative Holdback**” means the holdback(s) to be retained under Section 18(1) of the BLA.
- 1.611 “**Legislative Holdback Payment**” means the payment described in Section 1.5 [*Legislative Holdback Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.612 “**Legislative Holdback Payment Certificate**” has the meaning given in Section 8.3(c) of the Agreement.
- 1.613 “**Legislative Holdback Payment Date**” means the date on which the Legislative Holdback Payment is due to Project Co in accordance with Section 3.9.4 of Schedule 16 [*Payment Mechanism*].

- 1.614 “**Lender Endorsements**” has the meaning given in Appendix 17B [*Lender Endorsements*] of Schedule 17 [*Insurance Requirements*].
- 1.615 “**Lenders’ Agent**” has the meaning given in Schedule 21 [*Direct Lender Agreement*].
- 1.616 “**Lewis Farms Park and Ride**” means Lewis Farms Stop, the Lewis Farms Permanent Parking Facility, the Lewis Farms Temporary Parking Facility and associated access roads.
- 1.617 “**Lewis Farms Permanent Parking Facility**” has the meaning given in Section 3-4.3.1 [*Lewis Farms Park and Ride Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.618 “**Lewis Farms Stop**” means the stop located as set out in Table 1-1.2.2-1 [*Stops and Stations*] of Schedule 5 [*D&C Performance Requirements*].
- 1.619 “**Lewis Farms Site**” means the City Lands located on W-300, W-301, W303 and W323, as set out in Schedule 14 [*City Lands*].
- 1.620 “**Lewis Farms Storage Facility**” means the LRT operations, maintenance and storage facility located at the Lewis Farms Site.
- 1.621 “**Lewis Farms Storage Facility Building**” means the Building Structure at the Lewis Farms Storage Facility.
- 1.622 “**Lewis Farms Storage Facility Building Parametric Programming Report**” has the meaning given in Section 8-3.6.3 [*Site Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.623 “**Lewis Farms Storage Facility Occupied Areas**” means those areas of Lewis Farms Storage Facility which are not used primarily for LRV storage.
- 1.624 “**Lewis Farms Temporary Parking Facility**” has the meaning given in Section 3-4.3.1 [*Lewis Farms Park and Ride Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.625 “**Lewis Farms Transit Centre**” means the existing transit centre at Lewis Farms including the passenger loading platforms, the central building, the bus circulation road, the accesses onto Webber Greens Drive and the access onto the existing park and ride access road.
- 1.626 “**Lewis Farms Yard Circulation Report**” has the meaning given in Section 8-3.5.2 [*Yard and Yard Tracks*] of Schedule 5 [*D&C Performance Requirements*].
- 1.627 “**License**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.628 “**License Breach Order**” has the meaning given in Section 4.3(d) of Schedule 8 [*Intellectual Property*].
- 1.629 “**Licensed Intellectual Property**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.630 “**Licensee**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.631 “**Licensor**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.632 “**Light Rail Transit**” or “**LRT**” means a transit system that utilizes LRVs that run on Tracks in a dedicated corridor.

- 1.633 **“Light Rail Vehicle”** or **“LRV”** refers to a single bi-directional passenger rail transit vehicle, used to carry passengers on the Valley Line LRT system.
- 1.634 **“Light Rail Vehicle Supplier”** or **“LRV Supplier”** means the Person that is selected by the City to design, manufacture and supply the Stage 2 LRVs.
- 1.635 **“Light Rail Vehicle Supply Contract”** means the supply agreement between the Light Rail Vehicle Supplier and the City.
- 1.636 **“Limited Relief Event”** has the meaning given in Section 11.1.2 [*Limited Relief Events*] of the Agreement
- 1.637 **“Line-of-Sight”** means a mode of LRT operation whereby the LRV is driven in such a manner that the LRV can be safely stopped short of any On-Track Obstruction.
- 1.638 **“Load Flow Simulation Study”** has the meaning given in Section 6-2.3.1 [*Traction Power - General*] of Schedule 5 *D&C Performance Requirements*].
- 1.639 **“Location-Time Chart”** has the meaning given in Section 3.1(v) of Schedule 3 [*Construction Schedule*].
- 1.640 **“Local Conduits”** has the meaning given in Section 6-1.5 [*Systems Duct Bank and Associated Infrastructure*] of Schedule 5 *D&C Performance Requirements*].
- 1.641 **“Lock”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.642 **“Long Stop Date”** means 1 year after the Target Construction Completion Date, as adjusted in accordance with the Agreement.
- 1.643 **“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.
- 1.644 **“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.
- 1.645 **“Low Impact Development”** means management of stormwater runoff closest to its source through combining multiple measures that mimic natural processes, including settlement, infiltration, filtering and plant uptake to minimize the impacts of runoff on downstream systems.
- 1.646 **“LRT Corridor”** means the right of way containing the Trackway, redeveloped Roadways, sidewalks, SUPs and other appurtenances.
- 1.647 **“LRT-Prepare-to-Stop”** has the meaning given in Section 6-4.4 [*LRT Traffic Signals*] of Schedule 5 *D&C Performance Requirements*].
- 1.648 **“LRT-Proceed”** has the meaning given in Section 6-4.4 [*LRT Traffic Signals*] of Schedule 5 *D&C Performance Requirements*].

- 1.649 “**LRT-Stop**” has the meaning given in Section 6-4.4 [*LRT Traffic Signals*] of Schedule 5 [*D&C Performance Requirements*].
- 1.650 “**LRT CCTV Subsystem**” means that portion of the Valley Line CCTV System described in Section 6-1.11.2.1 [*General Surveillance Requirements and Coverage*] of Schedule 5 [*D&C Performance Requirements*].
- 1.651 “**LRT Traffic Signal**” means a luminary style traffic appliance that provides visual indication to the LRV for the purpose of controlling movements through signalized intersections.
- 1.652 “**LRT Zone of Influence**” means a clear zone, based on data compiled during development of the Preliminary Reference Design, in which all non-LRT Utility Infrastructure shall be relocated away from, and having dimensions of 4m horizontally from any Preliminary Reference Design track centerline and 1.83m vertically below top of rail.
- 1.653 “**LRV CCTV Subsystem**” means that portion of the Valley Line CCTV System described in Section 6-1.11.2.1 [*General Surveillance Requirements and Coverage*] of Schedule 5 [*D&C Performance Requirements*].
- 1.654 “**LRV CCTV System Integration Plan**” has the meaning given in Section 6-1.11.2.3 [*Video Storage Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.655 “**LRV Commissioning**” means the process of commissioning a Stage 2 LRV, performed by the City, the LRV Supplier or Other Contractors.
- 1.656 “**LRV Integration Schedule**” has the meaning given in Section 8.1 of Schedule 3 [*Construction Schedule*].
- 1.657 “**MacEwan Arts/112 Street Stop**” means the Stop located as set out in Table 1-1.2.2-1 [*Stops and Stations*] of Schedule 5 [*D&C Performance Requirements*].
- 1.658 “**MacKinnon Ravine**” means the area shown in Figure 2 of Appendix 10A of Schedule 10 [*Environmental Performance Requirements*].
- 1.659 “**MacKinnon Ravine Pedestrian Bridge**” means the timber bridge structure crossing MacKinnon Ravine between Stony Plain Road and Summit Drive, east of 149 Street.
- 1.660 “**MacKinnon Ravine Retaining Wall**” means the proposed new retaining wall on the south side of Stony Plain Road west of 149 Street.
- 1.661 “**Mainline TPSS**” means a Traction Power Substation used to provide Traction Power for the Mainline Traction Power System.
- 1.662 “**Mainline TPSS Design Package**” has the meaning given in Section 6-2.3.2 [*TPSS*] of Schedule 5 [*D&C Performance Requirements*].
- 1.663 “**Mainline Track**” means the principal line or lines of the Infrastructure that are for required revenue operations.
- 1.664 “**Maintenance**” means all inspections, servicing, maintenance, repair and renewal of the Infrastructure.
- 1.665 “**Maintenance and Storage Facilities**” means the Lewis Farms Storage Facility and the Gerry Wright OMF Stage 2, including all associated equipment, components, materials, systems and sub-systems.

- 1.666 **“Maintenance Concept”** means the concept developed by Project Co pursuant to Section 10.6.2(d) of Schedule 4 *[Design and Construction Protocols]*.
- 1.667 **“Maintenance and Asset Management System”** means the system used by TransEd Partners to manage maintenance for Valley Line LRT Stage 1.
- 1.668 **“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.
- 1.669 **“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.
- 1.670 **“Major Environmental Breach”** means:
- (a) any deliberate breach or deliberate contravention of an Applicable Law relating to the Environment or an Environmental Permit;
 - (b) any Release, storage, handling, transportation, disposal or other dealing with a Hazardous Substance that contravenes an Applicable Law relating to the Environment or an Environmental Permit and that is in an amount greater than the lesser of (A) 100 kg or 100 litres, as applicable, or (B) the amount that causes or is capable of causing any effect described in (d) below;
 - (c) any failure to obtain an Environmental Permit; and
 - (d) any other contravention of Applicable Law relating to the Environment or an Environmental Permit that:
 - (i) causes or is capable of causing any damage to the Environment in an area greater than 5 square meters;
 - (ii) injures or is capable of injuring the health or safety of any person;
 - (iii) injures or is capable of injuring any mammal or any species listed as threatened, endangered or extirpated under any Applicable Law relating to the Environment or the residence or other habitat of any of the foregoing to the extent that residence or habitat is protected under any Applicable Law relating to the Environment or Environmental Permit; or
 - (iv) injures or is capable of injuring more than 5 individuals of any life form that is not described in (c)(iii) above, or the residence or other habitat of that life form to the extent that residence or habitat is protected under any Applicable Law relating to the Environment or an Environmental Permit,

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

- 1.671 **“Major Failure”** means a failure that must be rectified for the Train to achieve its specified performance and does not cause a delay to service more than a headway in effect.
- 1.672 **“Major Lane Closure”** has the meaning given in Section 1-4.2.8 A 2 [*Traffic Accommodation Closure Types*] of Schedule 5 [*D&C Performance Requirements*].
- 1.673 **“Major Transit Route Closure”** has the meaning given in Section 1-4.2.8 A1 [*Traffic Accommodation Closure Types*] of Schedule 5 [*D&C Performance Requirements*].
- 1.674 **“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.
- 1.675 **“Manufacturer Warranty”** has the meaning given in Section 7.1 [*Warranty Obligations*] of the Agreement and **“Manufacturer Warranties”** shall have a corresponding meaning.
- 1.676 **“Master Clock”** means a system for synchronizing all time-based event logging and reporting.
- 1.677 **“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 Project Co to adhere to its obligations under the Agreement.
- 1.678 **“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 3-1.1.3 [*Design Speeds*] of Schedule 5 [*D&C Performance Requirements*].
- 1.679 **“Maximum Operating Speed”** means the speed at which Trains will travel on a given section of Track, being the lowest of the posted speed set out in Table 3-2.5.1 [*Roadways Posted Speed (Main Alignment)*] for the Roadway adjacent to such Track, the Maximum Design Speed and the speed required to fulfill the requirements for Line-of-Sight operation.
- 1.680 **“Maximum Project Co 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*].
- 1.681 **“Maximum Service Level”** means the highest Service Level, providing the highest level of System Capacity, which shall be not less than the Design Capacity.
- 1.682 **“Meadowlark Park Character Zone”** means the Character Zone described in Section 2-3.3 [*Meadowlark Park Character Zone*] of Schedule 5 [*D&C Performance Requirements*].

- 1.683 **“Meadowlark Stop”** means the Stop located on as set out in Table 1-1.2.2-1 *[Stops and Stations]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.684 **“Mean Time between Failure”** or **“MTBF”** means all failures that are attributed to all RAM Failure Categories. $MTBF \text{ (hours)} = \text{Operating Hours in Period} / \sum \text{All failures (Minor, Major, Significant)}$.
- 1.685 **“Mean Time between Service Affecting Failure”** or **“MTBSAF”** means the result in hours of Operating Hours in a Period divided by the sum of Significant Failures.
- 1.686 **“Mean Time to Restore”** 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.
- 1.687 **“Migration Plan”** has the meaning given in Section 9.4.3 *[Migration Plan]* of Schedule 4 *[Design & Construction Protocols]*.
- 1.688 **“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.
- 1.689 **“Minor Environmental Breach”** means any breach of an Applicable Law relating to the Environment or an Environmental Permit that is not a Major Environmental Breach.
- 1.690 **“Minor Failure”** means any failure of equipment and that of which does not meet the criteria of Major or Significant.
- 1.691 **“Minor Lane Closure”** has the meaning given in Section 1-4.2.8 A 3 *[Traffic Accommodation Closure Types]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.692 **“Misericordia Station”** means the above-grade Station located on the Misericordia Hospital Site.
- 1.693 **“Misericordia Site”** means areas bounded by the “Misericordia Pedestrian Priority Zone” as indicated in the Project Description Drawings.
- 1.694 **“Mislocated Utilities”** means the Utility Infrastructure located wholly outside of the deviation allowances set out in the table below from the base line information in the survey base plans, existing or as-built utility base files (Combined Civil Survey-ground, Combined Utilities Survey-ground, VLW-0408-02-UT-PE-EXST and VLW-0408-02-UT-PE-BUILT) where the base line from which the deviation is measured is as follows:
- (a) horizontal deviations are measured from the line or symbol depicted, applying the applicable Quality Level horizontal and width measures as appropriate, and survey data supplied; or
 - (b) vertical deviations are measured based upon the following parameters:
 - (i) Quality Level A elevation of the stated location;
 - (ii) Quality Level B elevation of:
 - A. 1.2m standard depth below grade for shallow utilities plus width;
 - B. 2.6m for water; and

- C. Identified invert elevation for sewer infrastructure as contained in the DRAINS table (where a figure exists);
- (iii) Quality Level C elevation of (in ascending precedence):
 - A. Services: as per the applicable standard for the type of Utility;
 - B. ULA application quoted planned depth;
 - C. Depth quoted on the drawing whether plan/profile alignment or as specifically identified with a location; and
 - D. As-built location and elevation contained on drawings or transmitted to Project Co the respective Utility;
- (iv) Quality Level D elevation of:
 - A. Services: as per the applicable standard for the type of Utility;
 - B. 1.2m standard depth below grade for shallow utilities plus width;
 - C. 2.6m for water; and
 - D. Identified invert elevation for sewer infrastructure as contained in the DRAINS table (where a figure exists);

Deviations are measured from the centre of the baseline reference to the centre of the field identified item. Where the data available pertains to a part of the item other than the centre (i.e. the surveyed corner of a vault), the baseline deviation shall be applied to the representative location rather than the object's centre.

Abandoned line types are considered Quality level D where the applicable Utility type can be determined.

Mislocated Utility Deviation Table

QUALITY LEVEL		APPLICABLE UTILITIES	ALLOWABLE DEVIATION (m)	
			HORIZONTAL	VERTICAL
A	Hydrovac locations	All Utilities	0.5	0.5
LINES				
B				
	Horizontal Alignment	Applicable Utilities	1	QL-D
	Item width		1	
	Elevation			
C				
	Horizontal Alignment	All Utilities (except as below)	1	QL-D
	Item width		1	
	Elevation			
	Horizontal	CTEL, PWR	2	

Alignment				
	Item width		1	
	Elevation			QL-D
D	Horizontal Alignment	All Utilities (except as below)	3	
	Item width		1	
	Elevation			2
	Horizontal Alignment	SEW	3	
	Elevation			2
Horizontal Alignment	SEW-s, WAT-s	6		
Elevation				+0.5 above /-2m below
SYMBOLS				
Surveyed	Horizontal Location	All Utilities (except as below)	1	
	Item width		2	
	Horizontal Location	Network vaults and vault investigations	0.5	
Not Surveyed	Horizontal Location	All Utilities (except as below)	2	
	Item width		2	
UTILITIES				
Distribution power		PWR DCT, PWR		
Transmission power		PWR		
Telecommunications		CTEL (Combined telecoms)		
		TELUS		
		SHAW		
		ROGERS		
		BELL		
		ZAYO		
Water		WAT		
Sewer		SEW (all sewer mains)		
		COMB		
		SAN		
		STM		
Abandoned (ABND)		ABND		
Pipelines		OIL		
Services - suffix		-s		
Shallow utilities are buried power, telecom, or gas infrastructure				

For certainty, the following Utility Infrastructure is excluded from, and shall not constitute, a Mislocated Utility in any circumstances:

- (c) aerial Infrastructure;
 - (d) Utility Infrastructure outside of City Lands; and
 - (e) where DRAINS does not contain an elevation, and no as-built record exists of that sewer infrastructure, there is no baseline upon which to determine a deviation.
- 1.695 “**Modification**” or “**Modify**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.696 “**Modified Wiring Design**” has the meaning given in Section 6-4.3.7 *[Traffic Controller and Cabinet]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.697 “**Monthly Payment Certificate**” means the certificate in the form of Appendix 16C *[Monthly Payment Certificate]* to Schedule 16 *[Payment Mechanism]*.
- 1.698 “**Monthly Progress Report**” means a report as set out in Section 3.2.1 *[Monthly Progress Report]* of Schedule 4 *[Design & Construction Protocols]*.
- 1.699 “**Muskakosi Natural Area**” or “**MNA**” means the natural area located directly west of the Lewis Farms Park and Ride site, as shown in Figure 5 of Appendix 10A *[Figures]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.700 “**National Building Code – Alberta Edition**” or “**NBCAE**” means the National Building Code Alberta Edition 2019 promulgated under the *Safety Codes Act* (Alberta).
- 1.701 “**National Fire Code Alberta Edition**” or “**NFCAE**” means the National Fire Code Alberta Edition promulgated under the *Safety Codes Act* (Alberta).
- 1.702 “**Native Forest Reclamation Areas**” has the meaning given in Section 20.1(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.703 “**Native Forest Reclamation Plan**” means the plan prepared by Project Co in accordance with Section 20.3 *[Native Forest Reclamation Plan]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.704 “**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.
- 1.705 “**Naturalization Areas**” has the meaning given in Section 21.1(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.706 “**Naturalization Plan**” means the plan prepared by Project Co in accordance with Section 21.3 *[Naturalization Plan]* of Schedule 10 *[Environmental Performance Requirements]*.
- 1.707 “**Negotiation Period**” has the meaning given in Section 2.3 *[Diligent Negotiation]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.708 “**Neighbourhood**” means a Stop Canopy type as set out in Section 2-10.2.3 *[Canopies]* of Schedule 5 *[D&C Performance Requirements]*.

- 1.709 **“Network Management System”** or **“NMS”** means a system for centralized monitoring of all IP networked devices.
- 1.710 **“Night Time”** means the period of time between the hours of 21:00 to 06:00 during Business Days and Non-Business Days.
- 1.711 **“NMS Integration Plan for Network Components”** has the meaning given in Section 6-1.16 [*Network Management System*] of Schedule 5 *D&C Performance Requirements*].
- 1.712 **“NMS Integration Plan for Switches, Servers and End Devices”** has the meaning given in Section 6-1.16 [*Network Management System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.713 **“Noise and Vibration Monitoring”** has the meaning given in Section 3.6.1 [*Noise and Vibration Monitoring*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.714 **“Noise Attenuation Wall”** means a wall constructed for the purpose of attenuation of noise.
- 1.715 **“Noise Control Sub-Plan”** means the plan described in Section 6.4.5.6 [*Construction Noise Control Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.716 **“Noise Impact Assessment Report”** has the meaning set out in Section 1-2.1.5D [*Noise Control*] of Schedule 5 [*D&C Performance Requirements*].
- 1.717 **“Non-Business Day”** means Saturday, Sunday or statutory holidays in the Province of Alberta.
- 1.718 **“Non-Chargeable Cause”** has the meaning given in Section 1.2 [*Definitions*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.719 **“Non-Chargeable Failure”** has the meaning given in Section 1.2 [*Definitions*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.720 **“Nonconformity”** means a Deficiency or a failure of the Project Work to adhere to documented procedures.
- 1.721 **“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.
- 1.722 **“Nonconformity Tracking System”** means a system to track Nonconformity Reports issued by the City or Project Co as set out in Section 9.4 [*Nonconformity Report Tracking System*] of Schedule 9 [*Quality Management*].
- 1.723 **“Non-Default Termination Sum”** has the meaning given in Section 4.1 [*Consequences*] of Schedule 27 [*Compensation on Termination*].
- 1.724 **“Non-Performance Event”** or **“NPE”** means an event described in Table 8 [*Non-Performance Events*] of Appendix 16B [*Non-Performance Events Payment Adjustments*] to Schedule 16 [*Payment Mechanism*].
- 1.725 **“Non-Performance Event Payment Adjustment”** or **“NPE Payment Adjustment”** means the adjustment made pursuant to and in accordance with Section 2.7 [*Non-Performance Event Payment Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.726 **“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).

- 1.727 “**Non-Service Affecting Event**” has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.728 “**Normal Water Level**” or “**NWL**” means the typical or normal elevation of the surface of the standing water within a Stormwater Management Facility during dry weather periods.
- 1.729 “**NorQuest Stop**” means the Stop located as set out in Table 1-1.2.2-1 *[Stops and Stations]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.730 “**Notice**” has the meaning given in Section 17 *[Notices]* of the Agreement.
- 1.731 “**Notice of Declination**” has the meaning given in Section 2.5(b) *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.732 “**Notice of Default**” means a notice from the City to Project Co specifying a Default.
- 1.733 “**Notice of Occupancy**” has the meaning given in Section 1-3.5 *[Maintenance During Construction]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.734 “**Notified Party**” has the meaning given in Section 10.2 *[Procedure on Force Majeure Event]* of the Agreement.
- 1.735 “**Notifying Party**” has the meaning given in Section 10.2 *[Procedure on Force Majeure Event]* of the Agreement.
- 1.736 “**NSRVS**” means North Saskatchewan River Valley System.
- 1.737 “**O&M Leader**” 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 Project Co pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.738 “**O&M Requirements Definition Report**” has the meaning given in Section 1-2.1.4 *[Operations and Maintenance Compliance]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.739 “**Objection Notice**” has the meaning given in Section 2.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.740 “**Observations**” has the meaning given in Section 4.6 *[Submittal Endorsed “Observations”]* of Schedule 2 *[Submittal Review Procedure]*.
- 1.741 “**Occupied Right of Way**” has the meaning given in Section 1-3.5 *[Maintenance During Construction]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.742 “**OCS Design Package**” has the meaning given in Section 6-3.3.8 *[Design Drawing Set and Submittals]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.743 “**OCS Pole Spacing and Stagger Report**” has the meaning given in Section 6-3.3.2 *[Overhead Catenary System Configuration]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.744 “**OCS Test Plan**” has the meaning given in Section 6-3.3.7 *[Field Testing]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.745 “**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.

- 1.746 “**Office Supervisory Control**” or “**OSC**” means a system with the capability of centrally monitoring the location of all Trains on a dynamic status basis.
- 1.747 “**Oliver Square Utility Complex**” refers to the Utility Complex located in the vicinity of 104 Avenue and 114 Street as illustrated in Appendix 5-1A [*Project Description Drawings*] in Part 1 [*General*] of Schedule 5 [*D&C Performance Requirements*].
- 1.748 “**On-Street Construction and Maintenance**” or “**OSCAM**” means the permissions and procedures required for all work on City road right of ways.
- 1.749 “**On-track Obstruction**” means any item, person or Track Occupancy, within the limits of the Trackway.
- 1.750 “**On-track Vehicle**” means any Stage 1 LRV, Stage 2 LRV and rail-borne auxiliary equipment that operates within the Trackway, whether it is operated on steel wheels or on rubber tires, including work trains and on-track maintenance equipment.
- 1.751 “**Open Source Software**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.752 “**Operating and Maintenance Manual**” has the meaning given in Section 10.6 [*Operating and Maintenance Manuals*] of Schedule 4 [*Design and Construction Protocols*].
- 1.753 “**Operating Rule Book**” has the meaning give in Section 10.6.3 [*Standard Operating Procedures and Rule Book*] of Schedule 4 [*Design and Construction Protocols*].
- 1.754 “**Operational and Maintenance Readiness Sub-committee**” means the committee established pursuant to Section 5.10 [*Operational and Maintenance Readiness Sub-committee*] of Schedule 4 [*Design and Construction Protocols*].
- 1.755 “**Operability and Maintainability Parameters**” means the procedures which will be followed by the Operator, as specified in Appendix 5-1D [*Operability and Maintainability Parameters*] to Schedule 5 [*D&C Performance Requirements*].
- 1.756 “**Operations Control Centre**” means a self-contained operations control facility located within Gerry Wright OMF Building A, that includes all interfaces, equipment, systems and sub-systems required for the performance of the activities defined in Section 2.2(e) [*Principles of Operation*] of Appendix 5-1D [*Operability and Maintainability Parameters*] of Schedule 5 [*D&C Performance Requirements*].
- 1.757 “**Operations Plan**” has the meaning given in Section 1-2.1.4 [*Operations and Maintenance Compliance*] of Schedule 5 [*D&C Performance Requirements*].
- 1.758 “**Operator**” means the City Person that is selected by the City to operate and maintain the Infrastructure.
- 1.759 “**Opportunity Area**” means a defined geographic area within a Character Zone for which specific SUI requirements have been specified.
- 1.760 “**Original Spread**” means the spread between the yield to maturity of the Bonds and the interpolated yield to maturity of a Government of Canada bond with a maturity equal to the average remaining life of the Bonds on the date of pricing.
- 1.761 “**Other Approvals**” has the meaning given in Section 2.1(b) of Schedule 28 [*Project Approvals and Utility Matters*] Part 1 [*Project Approvals*].

- 1.762 **“Other Contractor”** means a City Person or other contractor or consultant that is engaged in the performance of Other Works at the relevant time, but excludes the LRV Supplier and the Operator.
- 1.763 **“Other Structures”** means all:
- (a) Track, Track ties and Track fixings, excluding any Track slabs and Trackway supporting structures;
 - (b) OCS poles;
 - (c) sign support structures;
 - (d) traffic signal poles;
 - (e) supports for traffic regulatory signs, traffic control signs and informational signs;
 - (f) Roadway lighting poles;
 - (g) Roadways;
 - (h) Sidewalks, excluding any portions which are integrated with a Platform;
 - (i) SUPs, excluding any portions which are integrated with a Platform or a Transportation Structure;
 - (j) retaining structures with a maximum height of 1.2m or less;
 - (k) culverts 1.5m or less in diameter;
 - (l) pedestrian bridges with a span of less than 10m; and
 - (m) pole bases, other than OCS pole bases or bases mounted on Transportation Structures.
- 1.764 **“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.
- 1.765 **“Overall Communications Strategy”** means the strategy required to be developed by Project Co pursuant to Section 5.1(a) of Schedule 12 *[Communications and Engagement]*.
- 1.766 **“Overhead Catenary System”** or **“OCS”** means a system of overhead wires that distribute DC power from the Traction Power System to the Light Rail Vehicle via a pantograph mounted on the Light Rail Vehicle.
- 1.767 **“Ownership”, “Own”, “Owned”** and **“Owner”** have the meanings given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.768 **“Oxidation Induction Time”** or **“OIT”** has the meaning given in ASTM D3895.

- 1.769 **“Partial Priority”** means a Transit Signal Priority arrangement whereby the Train is afforded a higher priority phase sequence than road traffic, such that the punctual arrival of the Train within a prescribed time interval after initiating the Partial Priority call, will result in a deterministic period of time within which a proceed phase will be provided.
- 1.770 **“Partner”** means each of the General Partner, as a general partner, and each of Colas MIP Inc. and Parsons MIP Inc., as a limited partner, and each other Person that is admitted as a general partner or limited partner, as the case may be, of Project Co pursuant to its limited partnership agreement, in each case in its capacity as a general partner or limited partner, as the case may be, of Project Co and including its successors and assignees permitted under the agreement.
- 1.771 **“Party”** means Project Co or the City, as applicable and **“Parties”** means both of them.
- 1.772 **“Passenger”** means a Person using Trains to travel in a manner consistent with intended use.
- 1.773 **“Passenger Emergency Alarm”** means a two-way communication device, installed on an LRV, for Passengers to communicate the Driver in an Emergency.
- 1.774 **“Passenger Interface Equipment”** means the following items at Stops and Stations: TVMs, Validators, VMSs, Global Wayfinding Maps, ETS TV screens, ATMs, and corporate advertising screens.
- 1.775 **“Payments”** means the sum, in Canadian dollars, determined in accordance with Section 1 *[Payments]* of Schedule 16 *[Payment Mechanism]*.
- 1.776 **“PA/VMS Integration Plan”** has the meaning given in Section 6-1.20.2 *[PA/VMS System]* of Schedule 5 *D&C Performance Requirements*.
- 1.777 **“PA/VMS Test Plan”** has the meaning given in Section 6-1.20.2 *[PA/VMS System]* of Schedule 5 *D&C Performance Requirements*.
- 1.778 **“PA/VMS Test Plan Result Report”** has the meaning given in Section 6-1.20.2 *[PA/VMS System]* of Schedule 5 *D&C Performance Requirements*.
- 1.779 **“PDC Parties”** or **“PDC Party”** has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.780 **“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.
- 1.781 **“Pedestal Track”** means Track used to access and service the underside of an LRV.
- 1.782 **“Pedestrian Clear Width”** means the Platform zone shown on Figure 5-2.7.3 *[Stop Platform Functional Lay-Out]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.783 **“Pedestrian Priority Zones”** or **“PPZs”** are delineated areas along the LRT Corridor where safe and comfortable pedestrian movement is intended to be prioritized.
- 1.784 **“Pedway”** means an underground or overhead dedicated pedestrian walkway.
- 1.785 **“Percent Completion for Construction Payment”** means the percentage of construction completion as determined in accordance with Section 2.1 *[Percent Completion for Construction Payment]* of Schedule 16 *[Payment Mechanism]*.

- 1.786 **“Percent Completion Default Date”** means the date that is 32 months following Commercial Close, provided that such date shall be adjusted to the extent of any adjustment to the Target Phase 1 Construction Completion Date or Target Construction Completion Date pursuant to a Relief Event, a Limited Relief Event or an event of Force Majeure.
- 1.787 **“Performance Demonstration”** has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.788 **“Performance Demonstration Committee”** has the meaning given in Section 1.2 *[Definitions]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.789 **“Performance Guarantee of Construction Guarantor”** means the guarantee of Construction Guarantor in the form of Schedule 31 *[Form of Performance Guarantee of Construction Guarantor]* to the Agreement.
- 1.790 **“Performance Letter of Credit”** has the meaning given in Section 21.4 *[Performance Letter of Credit]* of the Agreement.
- 1.791 **“Performance Letter of Credit Holdback”** has the meaning given in Section 21.4 *[Performance Letter of Credit]* of the Agreement.
- 1.792 **“Performance Letter of Credit Required Amount”** has the meaning given in Section 21.4 *[Performance Letter of Credit]* of the Agreement.
- 1.793 **“Performance Security”** means the Bonds, the Performance Letter of Credit, the Performance Guarantee of Construction Guarantor, the Construction Completion Deficiencies Letter of Credit, the Construction Completion Deficiencies Holdback, the LEED Letter of Credit and all other any and all security instruments, agreements or arrangements in any form, including without limitation guarantees, indemnities, performance bonds, payment bonds, letters of credit, letters of guarantee and security interests in real or personal property expressly required pursuant to the Agreement or Schedule 17 *[Insurance and Performance Security Requirements]*.
- 1.794 **“Permitted Combination”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.795 **“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 Project Co pursuant to Section 4.1 *[Access and Use]* and the ability of Project Co to perform the Project Work as contemplated by this Agreement,
- and **“Permitted Encumbrance”** means any one of them.
- 1.796 **“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.

- 1.797 **"Permitted Purposes"** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.798 **"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.
- 1.799 **"Personnel"** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.800 **"Phase 1 Commissioning Certificate"** means a certificate in respect of Phase 1 Commissioning Work as provided by Project Co pursuant to Section 9.9.1 *[Phase 1 Commissioning Certificate]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.801 **"Phase 1 Commissioning Plan"** has the meaning given in Section 9.4.1 *[Phase 1 Commissioning Plan]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.802 **"Phase 1 Commissioning Program Report"** has the meaning given in Section 9.10.1 *[Phase 1 Commissioning Program Report]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.803 **"Phase 1 Commissioning Register"** has the meaning given in Section 9.8.1 *[Phase 1 Commissioning Register]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.804 **"Phase 1 Safety and Security Certificate"** has the meaning given in Section 12.5 *[Conditions Precedent for Phase 1 Construction Completion]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.805 **"Phase 1 Safety and Security Verification Report"** means has the meaning given in Section 5.4.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.806 **"Phase 1 Commissioning Schedule"** has the meaning given in Section 9.5.1 *[Phase 1 Commissioning Schedule]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.807 **"Phase 1 Commissioning Work"** means all of the work, activities and tasks required to completely and successfully complete the Commissioning of the Gerry Wright OMF, including all equipment, components, systems, sub-systems and Integrated LRV Commissioning.
- 1.808 **"Phase 1 Construction Completion"** means that all of the conditions precedent to the Phase 1 Construction Completion specified in Section 12.8 *[Conditions Precedent to Phase 1 Construction Completion]* of Schedule 4 *[Design and Construction Protocols]*, that have not been waived by the City, have been achieved, as certified by the Independent Certifier.
- 1.809 **"Phase 1 Construction Completion Date"** means the date when all the conditions precedent to Phase 1 Construction Completion that have not been waived by the City have been satisfied, as

certified by the Independent Certifier in accordance with Section 12.8 [*Certification of Construction Completion*] of Schedule 4 [*Design and Construction Protocols*]. It shall be the date shown on the Certificate of Phase 1 Construction Completion.

- 1.810 **“Phase 1 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 Phase 1 Construction Completion, and:
- (a) which, in the opinion of the Independent Certifier, acting reasonably, are not required to be rectified or completed in order to achieve Phase 1 Construction Completion; or
 - (b) which are required to be included on the list of Phase 1 Construction Completion Deficiencies by the City pursuant to Section 12.4(b) of Schedule 4 [*Design and Construction Protocols*].
- 1.811 **“Phase 1 Construction Completion Deficiencies Holdback”** has the meaning given in Section 12.15 [*Phase 1 Construction Completion Deficiencies Holdback*] of Schedule 4 [*Design and Construction Protocols*].
- 1.812 **“Phase 1 Construction Completion Deficiencies Holdback Repayment”** means the amount owing to Project Co for Phase 1 Construction Completion Deficiencies rectified that will be calculated in accordance with Section 1.6 [*Phase 1 Construction Completion Deficiencies Holdback Repayment*] of Schedule 16 [*Payment Mechanism*].
- 1.813 **“Phase 1 Construction Completion Deficiencies Letter of Credit”** has the meaning given in Section 12.16 [*Phase 1 Construction Completion Deficiencies Letter of Credit*] of Schedule 4 [*Design and Construction Protocols*].
- 1.814 **“Phase 1 Construction Completion Deficiency Deadline”** has the meaning given in Section 12.11 [*Correction of Phase 1 Construction Completion Deficiencies*] of Schedule 4 [*Design and Construction Protocols*].
- 1.815 **“Phase 1 Construction Completion Deficiency Deduction”** means the amounts incurred by the City to engage others to perform the work necessary to complete and rectify such Phase 1 Construction Completion Deficiency in accordance with Section 12.15(b) of Schedule 4 [*Design and Construction Protocols*].
- 1.816 **“Phase 1 Construction Completion (OMF-B) Payment”** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with the Agreement, as calculated in Section 1.3 [*Phase 1 Construction Completion (OMF-B) Payment*] of Schedule 16 [*Payment Mechanism*].
- 1.817 **“Phase 1 Design and Construction Report”** has the meaning given in Section 11.5 [*Phase 1 Design and Construction Report*] of Schedule 4 [*Design and Construction Protocols*].
- 1.818 **“Phase 1 Infrastructure”** means Gerry Wright OMF Stage 2.
- 1.819 **“Phase 1 Project Work”** means the Project Work required to be completed in relation to the Phase 1 Infrastructure and to achieve Phase 1 Construction Completion.
- 1.820 **“Phase 1 Training and Assessment Plan”** has the meaning given in Section 10.2.1 [*Phase 1 Training and Assessment Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.821 **“Phase 1 Training Plan”** has the meaning given in Section 10.2.1 [*Phase 1 Training Plan*] of Schedule 4 [*Design and Construction Protocols*].

- 1.822 **“Phase 1 Warranty Period”** means the period of time beginning at the Phase 1 Construction Completion Date and ending two years after the Phase 1 Construction Completion Date as such period may be extended pursuant to Section 7.2(a) of the Agreement.
- 1.823 **“Physical Barrier”** means the barrier described in Section 2-4.5.3 [*Safety Barriers*] of Schedule 5 [*D&C Performance Requirements*].
- 1.824 **“Pile Concrete”** means the concrete classed as “Pile” in Table 4-1.6.1-1 [*Concrete Classes*] of Schedule 5 [*D&C Performance Requirements*].
- 1.825 **“Pipeline Company”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.826 **“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*].
- 1.827 **“Pipeline Infrastructure”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.828 **“Pipeline Work”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.829 **“Planning Branch”** means the City Planning Branch of Urban Form and Corporate Strategy for the City.
- 1.830 **“Platform”** means that portion of the Station or Stop designated for Passengers to board and alight from Trains.
- 1.831 **“Platform Access Point”** means a location at which Passengers enter a Stop Platform from a Sidewalk, SUP or crosswalk.
- 1.832 **“Positive Drainage”** means continuous downhill grades in which water can flow without ponding.
- 1.833 **“Potential Incident”** means an incident which, if left unresolved has the potential to become a Security Incident.
- 1.834 **“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.
- 1.835 **“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.
- 1.836 **“Pre-emption”** is a notification of an approaching Light Rail Vehicle, as forwarded to the Traffic Signal controller by the Automatic Grade Crossing Warning System.
- 1.837 **“Pre-ULA Process”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.838 **“Preliminary Construction Schedule”** has the meaning given in Section 2.1(a) of Schedule 3 [*Construction Schedule*].
- 1.839 **“Preliminary Public Art Integration Schedule”** has the meaning given in Section 6.1 of Schedule 3 [*Construction Schedule*].

- 1.840 **“Preliminary Reference Design”** means preliminary design work undertaken during the City planning of the Project and included in the Disclosed Data, and for which the City makes no warranties in regards to its suitability for Final Design.
- 1.841 **“Preservation Tree”** means an existing tree that is identified as a “preservation tree” in the Tree Valuation Inventory.
- 1.842 **“Preventive Action”** means action to eliminate the cause of a potential Nonconformity or other undesirable situation in order to prevent its occurrence.
- 1.843 **“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 8.5(c) Payment. The amount of each Previously Paid Monthly GST Amount shall be:
- (a) the amount of the Section 8.5(c) Payment amortized on a straight line basis over the Payments due over the remainder of the Term following the payment of the Section 8.5(c) Payment subject to an alternative basis on which to amortize the remaining unapplied Section 8.5(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 8.5(c) Payment over the Payments due over the remainder of the Term, and in such event, the remaining unapplied Section 8.5(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 Project Co in writing at the same time that the City pays Project Co the Section 8.5(c) Payment; and
 - (c) credited to the City in each payment invoice sent by Project Co to the City following the payment of the Section 8.5(c) Payment.
- 1.844 **“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.
- 1.845 **“Prime Contractor”** has the meaning given in Section 1.2 [*Prime Contractor*] and Appendix 11A [*Prime Contractor Designation*] of Schedule 11 [*Construction Safety Requirements*].
- 1.846 **“Process NCR”** has the meaning given in Section 9.4.1(h) of Schedule 9 [*Quality Management*].
- 1.847 **“Product NCR”** has the meaning given in Section 9.4.1(h) of Schedule 9 [*Quality Management*].
- 1.848 **“Professional Engineer”** means a professional engineer licensed by the APEGA to practice in the Province of Alberta.
- 1.849 **“Professional Geologist”** means a professional geoscientist licensed by the APEGA to practice in the Province of Alberta.
- 1.850 **“Program Management Plan”** has the meaning given in Section 5.2 [*Program Management Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.851 **“Prohibited Act”** has the meaning given in Section 20.3 [*Lobbying, Corrupt Practices and Other Prohibited Acts*] of the Agreement.

- 1.852 **“Project”** means:
- (a) the design, construction and financing (in part), of the Infrastructure; and
 - (b) all other ancillary work and service required by the Agreement.
- 1.853 **“Project Agreement Arbitration”** has the meaning given in Section 4.4 [*Consolidation with Third Party Disputes*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.854 **“Project Approval”** has the meaning given in Section 1(a) of Schedule 28 [*Project Approvals and Utility Matters*] Part 1 [*Project Approvals*].
- 1.855 **“Project Co”** means Marigold Infrastructure Partners Limited Partnership.
- 1.856 **“Project Co Amount”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 27 [*Compensation on Termination*].
- 1.857 **“Project Co Default Termination Sum”** has the meaning given in Section 3.1 [*Compensation*] of Schedule 27 [*Compensation on Termination*].
- 1.858 **“Project Co Embedded Software”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.859 **“Project Co Intellectual Property”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.860 **“Project Co Licensed Software”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.861 **“Project Co Person”** means:
- (a) the Project Contractors;
 - (b) the Subcontractors;
 - (c) any Person engaged by Project Co, any Project Contractor or Subcontractor, from time to time as may be permitted by the Agreement to procure or manage the provision of the Project Work (or any of them); and
 - (d) in respect of each of the above, their subcontractors of any tier, agents, employees, officers and directors; and
 - (e) any invitee of Project Co or any of the Project Co Persons referred to in (a) to (d) above who enters upon the Lands,
- but does not include a Passenger.
- 1.862 **“Project Co Personnel”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.863 **“Project Co Utility Work”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.864 **“Project Co’s Environmental Obligations”** has the meaning given in Section 1(b) of Schedule 10 [*Environmental Performance Requirements*].

- 1.865 **“Project Co’s Proposal”** means the Technical Proposal and the Financial Proposal submitted by Project Co in response to the RFP.
- 1.866 **“Project Co’s Representative”** means [REDACTED], and is 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 Project Co pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.867 **“Project Contract”** mean the agreements between Project Co and Project Contractors (including the Construction Contract) relating to a certain component of Project Work as outlined in Schedule 22 *[Project Contracts and Collateral Agreements]*.
- 1.868 **“Project Contractor”** means a contractor (including the Construction Contractor), other than Project Co, who is a party to a Project Contract.
- 1.869 **“Project Contractor Intellectual Property”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.870 **“Project Documents”** means
- (a) the Agreement;
 - (b) the constating documents for Project Co;
 - (c) the Senior Financing Agreements;
 - (d) the Direct Lender Agreement;
- and all other documents executed and delivered by or on behalf of the parties pursuant to Schedule 25 *[Completion Documents]* and **“Project Document”** means any one of such Project Documents.
- 1.871 **“Project Financing”** means third party sourced financing (of whatever nature, and inclusive of Senior Debt Financing) arranged by or on behalf of Project Co (having regard to the payments to be made by the City) sufficient to carry out and complete the Project in accordance with the Project Requirements; but, in any event, not exceeding the amount of Project Financing indicated in or by the Financial Proposal and, if applicable, having regard to the interest rate adjustment contemplated by the RFP and elected by Project Co at the Financial Submission Date, (as such amount may be adjusted in accordance with the definition of Senior Debt Financing).
- 1.872 **“Project Forces Work”** has the meaning given in Section 4.1 *[Cost Plus Percentage Valuation]* of Schedule 13 *[Changes]*.
- 1.873 **“Project Intellectual Property”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.874 **“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]*.
- 1.875 **“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.

- 1.876 **“Project Safety and Security Certificate”** has the meaning given in Section 5.4.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.877 **“Project Work”** means all activities of or required of Project Co in connection with the performance of any obligations of Project Co under the Agreement, and the conduct of all work and operations of Project Co, and/or Project Co Persons on, or in relation to, the Project, including the Design and Construction, Integration, Commissioning, Performance Demonstration, and the performance by Project Co of all financial obligations in accordance with the Agreement.
- 1.878 **“Property Fence”** means a fence on private property.
- 1.879 **“Proposal Extracts”** means the documents, or parts thereof, described as such in Schedule 23 *[Extracts from Proposal]*.
- 1.880 **“Proposed Plan”** has the meaning given in Section 9.2.1(c) of Schedule 9 *[Quality Management]*.
- 1.881 **“Protected Tree”** means any tree not identified for removal in the current TRRP Plan.
- 1.882 **“Protection Railing”** means a railing meeting the requirements set out in Section 2-4.5.3.1 *[Protection Railings]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.883 **“PTFE”** has the meaning given in CAN/CSA S6.
- 1.884 **“Public Address”** or **“PA”** means a system that provides audible notifications at Stops and Stations.
- 1.885 **“Public Art”** means artwork acquired for the Project at the locations outlined in Section 2-7 *[Public Art]* of Schedule 5 *[D&C Performance Requirements]*, in accordance with the City of Edmonton policy C458C “Percent for Art to Provide and Encourage Art in Public Areas”.
- 1.886 **“Public Art Integration Schedule”** has the meaning given in Section 6.6 of Schedule 3 *[Construction Schedule]*.
- 1.887 **“Public Art Lead”** means the Project Co Person who is leading the Public Art work.
- 1.888 **“Public Engagement”** has the meaning given in Section 3.13 *[Public Engagement]* of Schedule 12 *[Communications and Engagement]*.
- 1.889 **“Public Utility Agreement”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.890 **“Public Utility Company”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.891 **“Public Utility Infrastructure”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.892 **“Public View”** means the view of any portion of the Infrastructure from any location that can be accessed by the general public without trespassing.
- 1.893 **“Pulling Tension Calculations”** has the meaning given in Section 6-2.3.6 *[Traction Power Duct Bank]* of Schedule 5 *[D&C Performance Requirements]*.

- 1.894 **“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.
- 1.895 **“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.
- 1.896 
- 1.897 **“Quality”** means the totality of characteristics of a product or service that bear on its ability to satisfy stated and implied requirements or needs.
- 1.898 **“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.
- 1.899 **“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.
- 1.900 **“Quality Audit Plan”** means a documented procedure which identifies the steps used to audit a process, a portion of Work or a Subcontractor for compliance with the Quality Management System and which is capable of identifying Nonconformities.
- 1.901 **“Quality Audit Plan Updates”** means any planned or unplanned amendments to the Quality Audit Plans.
- 1.902 **“Quality Control”** or **“QC”** means inspection, test or examination techniques used to ensure that materials, products or services conform to Project Requirements.
- 1.903 **“Quality Documentation”** means all documentation to be prepared, submitted (where applicable) and implemented by Project Co in accordance with Schedule 9 *[Quality Management]*.
- 1.904 **“Quality Field Staff”** has the meaning given in Section 5.2.2(a) of Schedule 9 *[Quality Management]*.
- 1.905 **“Quality Management Plan”** or **“QMP”** means each detailed quality management plan of Project Co detailing which procedures and associated resources shall be applied by whom and when for each aspect of the Project Work required in accordance with the agreement, including the Design Quality Management Plan, the Construction Quality Management Plan and the Environmental and Quality Management Plan.
- 1.906 **“Quality Management Report”** has the meaning given in Section 3.7 *[Monthly Quality Management Reports]* of Schedule 9 *[Quality Management]*.

- 1.907 “**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]*.
- 1.908 “**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]* of Schedule 26 *[Representatives and Key Individuals]*, or such replacement as may be designated by Project Co pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.909 “**Quality Manual**” means the manual described in Appendix 9A *[Quality Manual]* of Schedule 9 *[Quality Management]*.
- 1.910 “**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.
- 1.911 “**Quality Policy**” means the overall intentions and direction of Project Co related to Quality applicable to the overall organization, (including Project Co and the Project Co Persons), involved in performing the Project Work which are to be formally expressed and recorded in the Quality Manual and as further defined in ISO 9000, in accordance with Schedule 9 *[Quality Management]*, provided that, alternatively, each Quality Management Plan may have its own Quality Policies which are directly related to applicable Quality Objectives expressed or recorded in the Quality Manual.
- 1.912 “**Quality Records**” has the meaning given in Section 3.6.1 of Schedule 9 *[Quality Management]*.
- 1.913 “**Quality Team**” has the meaning given in Section 5.2.1 of Schedule 9 *[Quality Management]*.
- 1.914 “**Radio System Integration Plan**” has the meaning given in Section 6-1.12.4 *[Radio System Integration with LRVs]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.915 “**Rail Systems**” means those systems described in Section 6-1.1 *[Introduction]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.916 “**RAM Program**” has the meaning given in Section 5.6.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.917 “**Rare Plant**” has the meaning given in Section 19.2(a) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.918 “**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.
- 1.919 “**Rebuttal Submission**” has the meaning given in Section 2.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.920 “**Receiving Party**” has the meaning given in Section 2.2 *[Dispute Notice and Response]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.921 “**Record**” has the meaning given to it in the *Freedom of Information and Protection of Privacy Act* (Alberta).

- 1.922 “**Record Drawings**” means signed and sealed drawings prepared by the inspecting Professional Engineer or architect, using as-built information, after verifying in detail the actual conditions of the completed Infrastructure as it is constructed, including any changes.
- 1.923 “**Records Management Protocol**” has the meaning given in Section 2 [*Records Management Protocol*] of Schedule 19 [*Records and Reports*].
- 1.924 “**Record of Comments and Observations Form**” or “**ROCO Form**” has the meaning given in Section 4.10 [*Submittal Reviews – Record Of Comments and Observations (ROCO)*] of Schedule 2 [*Submittal Review Procedure*].
- 1.925 “**Recovery Schedule**” has the meaning given in Section 5.1 of Schedule 3 [*Construction Schedule*].
- 1.926 “**Rectification Period**” means the period of time from the point a Non-Performance Event is triggered, following a breach in performance pursuant to obligations under this Agreement, to the point the breach is rectified in accordance with the criteria stated in Table 8 [*Non Performance Events*] in Schedule 16 [*Payment Mechanism*].
- 1.927 “**Referee**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.928 “**Referee Agreement**” has the meaning given in Section 3.1 [*Appointment of Standing Referees*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.929 “**Referee Appointment Notice**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.930 “**Referee Notice**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.931 “**Referee Review Period**” has the meaning given in Section 2.6(d) [*Referee’s Decision*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.932 “**Referee Selection Notice**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.933 “**Reference Wheelchair**” means a wheelchair with dimensions of 1070mm x 660mm, as described in the Alberta Pedestrian Accessibility Design Guide.
- 1.934 “**Regulatory Approval**” has the meaning given in Section 2.1(a) of Schedule 28 [*Project Approvals and Utility Matters*] Part 1 [*Project Approvals*].
- 1.935 “**Reinstatement Plan**” has the meaning given in Section 9.3 [*Reinstatement Plan*] of the Agreement.
- 1.936 “**Reinstatement Work**” has the meaning given in Section 9.2 [*Project Co’s Obligations - Damage or Destruction*] of the Agreement.
- 1.937 “**Rejected**” has the meaning given in Section 4.5 [*Submittal Endorsed “Rejected”*] of Schedule 2 [*Submittal Review Procedure*].
- 1.938 “**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.

- 1.939 **“Relief Event”** has the meaning given in Section 11.1.1 [*Relief Events*] of the Agreement.
- 1.940 **“Relocated Utility Work”** has the meaning given in Section 1.1.17(a) [*Definitions*] of Schedule 28 [*Project Approvals and Utility Matters*] Part 2 [*Utility Matters*].
- 1.941 **“Remaining Infrastructure 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 7.2(a) of the Agreement.
- 1.942 **“Remedial Action”** has the meaning given in Section 14.5 [*City’s Remedial Rights*] of the Agreement.
- 1.943 **“Remnant Land Parcel”** means a disturbed portion of the City Lands on which structures, facilities or other infrastructure is not required to be constructed as part of the Project.
- 1.944 **“Removable and Replaceable Components”** has the meaning given in Section 1-7.5.2 [*City Recoverable Items*] of Schedule 5 [*D&C Performance Requirements*].
- 1.945 **“Removal Tree”** means any tree identified for removal in the current TRRP Plan.
- 1.946 **“Replacement Work”** has the meaning given in Section 4.8(c) of Schedule 8 [*Intellectual Property*].
- 1.947 **“Reporting Error”** means any error or omission in a report required in Section 3.2 [*Monthly Reports for Construction Payments during the Term*] of Schedule 16 [*Payment Mechanism*].
- 1.948 **“Reporting Failure Penalty”** has the meaning given in Section 3.10 [*Reporting Errors*] of Schedule 16 [*Payment Mechanism*].
- 1.949 **“Representative”** means the City’s Representative or Project Co’s Representative and **“Representatives”** means both of them.
- 1.950 **“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*].
- 1.951 **“Requirements Management”** has the meaning given in Section 5.5.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.952 **“Required Amount”** has the meaning given in Section 21.4 [*Performance Letter of Credit*] of the Agreement.
- 1.953 **“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*].
- 1.954 **“Response”** has the meaning given in Section 2.2 [*Disputed Notice and Response*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.955 **“Research and Evaluation Plan”** means the plan required to be developed by Project Co pursuant to Section 5.1(i) of Schedule 12 [*Communications and Engagement*].
- 1.956 **“Restricted Person”** means any Person who (or any member of a group of persons acting together, any one of which):

- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;
 - (b) is or has been involved in the illegal manufacture, sale, distribution or promotion of narcotic substances or arms, or is or has been involved in the promotion, support or carrying out of terrorism;
 - (c) in the case of an individual, he or she (or in the case of a legal entity, any of the members of the board of directors or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence (other than a suspended sentence) for any criminal offence (other than minor traffic offences or misdemeanours) less than 5 years prior to the date at which the determination of whether the person falls within this definition is being made;
 - (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
 - (e) is subject to any claim of the City or the Province of Alberta in any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made and which (in respect of any such pending claim, if it were to be successful) would, in the City's view, in either case, be reasonably likely to materially affect the ability of Project Co to perform its obligations under 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).
- 1.957 **"Review Period"** has the meaning given in Section 4.2 [*Time for City Review*] of Schedule 2 [*Submittal Review Procedure*].
- 1.958 **"Review Procedure"** means the procedure set out in Section 4 [*Review Procedure*] of Schedule 2 [*Submittal Review Procedure*].
- 1.959 **"Revised Anticipated Construction Completion Date"** has the meaning given in Section 14.1 [*Initial Countdown Notice*] of Schedule 4 [*Design and Construction Protocols*].
- 1.960 **"Revised Anticipated Phase 1 Construction Completion Date"** has the meaning given in Section 12.1 [*Initial Phase 1 Countdown Notice*] of Schedule 4 [*Design and Construction Protocols*].
- 1.961 **"Revised Final Financial Model"** means the financial model submitted as part of financial proposal "VLS-3".
- 1.962 **"RFP"** means the request for proposals issued by the City on March 13, 2020 in respect of the Project.
- 1.963 **"RFQ"** means the request for qualifications issued by the City on January 7, 2020 in respect of the Project.
- 1.964 **"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*].

- 1.965 **“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.
- 1.966 **“Road Safety Audit”** means a Detailed Design Road Safety Audit or an In-Service Road Safety Audit.
- 1.967 **“Road Traffic Signal”** means a luminary style traffic appliance that provides visual indication to vehicular traffic for the purpose of controlling movements through signalized intersections.
- 1.968 **“Roadway”** means the driving surfaces of the road, including the travelled lanes, shoulders and shoulder rounding, and where applicable, designated bike lanes.
- 1.969 **“Roadway Boulevard Landscape Area”** means the landscape area between a Roadway and either an adjacent property or walkway as illustrated in Figure 2-14.4.1 *[Illustrated Landscape Area Definitions]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.970 **“Roadway Category”** means the category assigned to each Roadway Section as specified in Table 1-4.2.5-1 *[Roadway Closure Restrictions and Road Categories]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.971 **“Roadway Intersection Landscape Area”** means the area described as such in Figure 2-14.4.1 *[Illustrated Landscape Area Definitions]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.972 **“Roadway Island Landscape Area”** means the landscape area within islands or medians within a Roadway intersection as illustrated in Figure 2-14.4.1 *[Illustrated Landscape Area Definitions]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.973 **“Roadway Median Landscape Area”** means the landscape area within the median of a Roadway as illustrated in Figure 2-14.4.1 *[Illustrated Landscape Area Definitions]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.974 **“Roadway Section”** means a Roadway section specified in Table 1-4.2.5-1 *[Roadway Closure Restrictions and Road Categories]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.975 **“Routine Tests”** refers to all the tests required to demonstrate that the equipment at LRU, system and vehicle levels meets the functional and operational requirements and **“Routine Testing”** shall have a corresponding meaning.
- 1.976 **“Run Time”** means the time taken for a Train to travel along a section of Track.
- 1.977 **“Safe Work Procedures”** or **“SWP”** means a safe work procedure prepared by Project Co in accordance with Section 3.4 *[Safe Work Procedures]* of Schedule 11 *[Construction Safety Requirements]*.
- 1.978 **“Safety and Security Certification Program”** has the meaning given in Section 5.4.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.979 **“Safety and Security Certification Verification Report”** has the meaning given in Section 5.4.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.980 **“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).

- 1.981 **“Safety Management Plan”** or **“SMP”** means a safety management plan prepared by Project Co in accordance with Section 3.1 [*Safety Management Plan*] of Schedule 11 [*Construction Safety Requirements*].
- 1.982 **“Safety 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 Project Co pursuant to Section 3.2 [*Change of Key Individual or Job Specifications or Responsibilities*] of Schedule 26 [*Representatives and Key Individuals*].
- 1.983 **“Schedule Basis”** has the meaning given in Section 3.1(x) of Schedule 3 [*Construction Schedule*].
- 1.984 **“Schedule Update”** has the meaning given in Section 4.1 of Schedule 3 [*Construction Schedule*].
- 1.985 **“Second Interim Building SCADA Design Package”** has the meaning given in Section 6-1.14.2 [*Building SCADA*] of Schedule 5 [*D&C Performance Requirements*].
- 1.986 **“Second Interim CCTV Design Package”** has the meaning given in Section 6-1.11.2.1 [*General Surveillance Requirements and Coverage*] of Schedule 5 [*D&C Performance Requirements*].
- 1.987 **“Second Interim CTS Design Package”** has the meaning given in Section 6-1.7.1 [*Communications Transmission System (CTS)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.988 **“Second Interim Data Centre Design Package”** has the meaning given in Section 6-1.8 [*Data Centres*] of Schedule 5 [*D&C Performance Requirements*].
- 1.989 **“Second Interim Data Radio System Design Package”** has the meaning given in Section 6-1.12.3.5 [*Submittals*] of Schedule 5 [*D&C Performance Requirements*].
- 1.990 **“Second Interim PA/VMS Design Package”** has the meaning given in Section 6-1.20.2 [*PA/VMS System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.991 **“Second Interim Security and Alarm Systems Design Package”** has the meaning given in Section 6-1.15 [*Security and Alarm System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.992 **“Second Interim Systems Duct Bank Design Package”** has the meaning given in Section 6-1.5 [*Systems Duct Bank and Associated Infrastructure*] of Schedule 5 [*D&C Performance Requirements*].
- 1.993 **“Second Interim Telephone Design Package”** has the meaning given in Section 6-1.13.2 [*Telephones*] of Schedule 5 [*D&C Performance Requirements*].
- 1.994 **“Second Interim Voice Radio System Design Package”** has the meaning given in Section 6-1.12.2.5 [*Submittals*] of Schedule 5 [*D&C Performance Requirements*].
- 1.995 **“Second Interim Wayside Equipment Design Package”** has the meaning given in Section 6-1.6 [*Wayside Equipment and Wayside Equipment Enclosures*] of Schedule 5 [*D&C Performance Requirements*].
- 1.996 **“Second NMS Design Submission”** has the meaning given in Section 6-1.16 [*Network Management System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.997 **“Secondary Track”** means Track that is connected to the Mainline Track for the purpose of switching, dispatching, receiving and storing of Trains and On-track Vehicles.

- 1.998 **“Section 8.5(c) Payment”** means payment of the GST payable by the City to Project Co under Section 8.5(c) *[Taxes]* of the Agreement (pursuant to paragraph 168(3)(c) of the *Excise Tax Act* (Canada)).
- 1.999 **“Security and Alarm Systems Integration Plan”** has the meaning given in Section 6-1.15 *[Security and Alarm System]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1000 **“Security and Alarm System PICO Test Plan”** has the meaning given in Section 6-1.15 *[Security and Alarm System]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1001 **“Security Brake”** is a braking function engages when a failure of one or more critical LRV control system(s) has compromised the integrity of either the emergency brake or service brake application and that meets the requirements set out in EN 13452.
- 1.001A **“Security Documents”** has the meaning given in Schedule 21 *[Direct Lender Agreement]*.
- 1.1002 **“Security Incident”** means a breach of the applicable security protocols, as set out in the Security Program or Site Specific Security Plan, as applicable.
- 1.1003 **“Security Program”** has the meaning given in Section 1.2 *[Security Program]* of Schedule 29 *[Security Matters]*.
- 1.1004 **“Selected Referee”** has the meaning given in Section 2.5 *[Fast Track Referee Process]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.1005 **“Senior Debt Amount”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 27 *[Compensation on Termination]*.
- 1.1006 **“Senior Debt Financing”** means any part of the Project Financing that is debt financing (including capitalized interest) and that, through arrangement with Project Co has or shares in a first charge on, or otherwise has or shares in first priority to, the payments made pursuant to the Project Agreement; but not in any event exceeding the amount of the Senior Debt Financing indicated in or by the Financial Proposal adjusted for any increase or decrease in that amount that is:
- (a) attributable solely to movements in interest rates between the Financial Submission Date and the earlier of the initial financial closing of the Senior Debt Financing and one year after the Commercial Close; and
 - (b) in the case of an increase, communicated to the City within 14 days after Project Co causes or agrees to the increase;
- and subject to the above limit means, in the event that the debt financing is initially raised in a currency other than Canadian dollars, the equivalent Canadian dollar amount that is: (i) if the amount raised is converted into Canadian dollars by a hedging instrument, the Canadian dollar equivalent, taking into account both the amount raised and the hedging instrument; or (ii) if the amount raised is not converted into Canadian dollars by a hedging instrument, the equivalent in Canadian dollars at the time the financing is raised.
- 1.1007 **“Senior Debt Makewhole”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 27 *[Compensation on Termination]*.
- 1.1008 **“Senior Debt Service Amount”** means, for any period, the principal and interest payable by Project Co or any Project Co Person to the Senior Lenders in the normal course under the Senior Financing Agreements, provided that at any time where any portion of the interest payable to the

Senior Lenders is subject to a Hedging Agreement between Project Co and a Hedge Provider, interest payable on account of such portion of interest payable to the Senior Lenders shall be calculated based on the fixed rate payable by Project Co under such Hedging Agreement without regard to whether such fixed rate is payable directly to a Senior Lender or to the Hedge Provider under the relevant Hedging Agreement and all references to interest payable to the Senior Lenders under this Project Agreement shall be construed accordingly.

- 1.1009 “**Senior Financing Agreements**” means any or all of the agreements or instruments to be entered into by Project Co or any of its Affiliates relating to the Senior Debt Financing of the Project, including, for greater certainty, the Credit Agreement, the Security Documents and any agreements or instruments to be entered into by Project Co or any of its Affiliates relating to the rescheduling of their indebtedness in respect of the financing of the Project or the refinancing of the Project, as each of the foregoing may be amended from time to time.
- 1.1010 “**Senior Lenders**” means all or any of the Persons who provide financing pursuant to the Senior Financing Agreements, including their respective permitted successors and assigns and, for greater clarity, excludes any Hedge Provider and its permitted successors and assigns.
- 1.1011 “**Sensitive Areas**” has the meaning given in Section 2(b) of Schedule 10 [*Environmental Performance Requirements*].
- 1.1012 “**Sensitive Information**” has the meaning given in Section 17.5 [*Public Disclosure of Agreement*] of the Agreement.
- 1.1013 “**Service Affecting Event**” has the meaning given in Section 1.2 [*Definitions*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.1014 “**Service Brake**” means the maximum braking effort employed to stop an LRV in a non-emergency situation and in accordance with EN 13452.
- 1.1015 “**Service Readiness**” means that all of the conditions precedent to commencing passenger service of the Valley Line West LRT as contained in the Services Contract that have not been waived by the City have been satisfied in accordance with the Services Contract.
- 1.1016 “**Service Readiness Date**” means the date on which Service Readiness occurs.
- 1.1017 “**Services Contract**” means the contract between the Operator and the City for, *inter alia*, the operation and maintenance of the Valley Line West LRT.
- 1.1018 “**Serviceability Limit State**” or “**SLS**” has the meaning given in CAN/CSA S6
- 1.1019 “**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.
- 1.1020 “**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.
- 1.1021 “**Shelter**” means a structure described in Section 5-2.6.7 [*Shelters*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1022 “**Shop Track**” means Track that is inside any building within a Maintenance and Storage Facility.

- 1.1023 **“Shop Traction Power System”** means the Traction Power System that is inside any building within a Maintenance and Storage Facility.
- 1.1024 **“Sighting Distance”** means the distance measured along the railway from a decision point to the point at which an approaching train becomes visible in any direction from which a train may approach.
- 1.1025 **“Signalling Commissioning Sub-Plan”** means the plan prepared by Project Co in accordance with Section 9.4.6.2 [*Signalling Commissioning Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1026 **“Significant Failure”** means a failure that prevents Train movement or causes a delay to service greater than five (5) minutes.
- 1.1027 **“Site”** means, at any time and from time to time, a portion of the Lands:
- (a) on which Project Co is engaged in any Project Work;
 - (b) on which any Project Work activities have been commenced but not completed in their entirety; or
 - (c) that is within an active construction footprint associated with the Project.
- 1.1028 **“Site Reports”** has the meaning given in Section 10.1 of Schedule 3 [*Construction Schedule*].
- 1.1029 **“Site Soil Resistivity Reading”** has the meaning given in Section 6-2.3.7 [*Substation and Earthing Connections*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1030 **“Site Specific Security Plan”** has the meaning given in Section 1.5 [*Site Specific Security Plans*] of Schedule 29 [*Security Matters*].
- 1.1031 **“Social Media Strategy”** means the strategy required to be developed by Project Co pursuant to Section 5.1(e) of Schedule 12 [*Communications and Engagement*].
- 1.1032 **“Software”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1033 **“Software Maintenance and Support”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1034 **“Software Tools”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1035 **“Soil Cells”** are structural units used to provide support to paved surfaces where trees are intended to be grown.
- 1.1036 **“Soils Impacted by Deicing Compounds”** has the meaning given in Section 15.5(a) of Schedule 10 [*Environmental Performance Requirements*].
- 1.1037 **“Source Materials”** has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1038 **“Spare Parts”** means those spare parts and replacement components which are identified in the Spare Parts List.

- 1.1039 **“Spare Parts List”** means the list required to be prepared by Project Co pursuant to Section 5.6.6 [Spare Parts] of Schedule 4 [Design and Construction Protocols].
- 1.1040 **“Special Trackwork”** means Trackwork components or fittings that are fabricated in whole, or in part, from regular rolled rail sections. The term Special Trackwork includes turnouts, crossovers, diamond crossing, restraining guard rail, expansion or sliding rail joints, and restraining devices required as part of the structural interface elements.
- 1.1041 **“Specified Existing Infrastructure”** means:
- (a) the existing Trackway just to the west of the 102 Street Stop up to 5m east of the friction buffer installed on Valley Line LRT Stage 1;
 - (b) the existing Systems Duct Bank at the west end of the 102 Street Stop; and
 - (c) the existing Overhead Catenary System from the terminus just west of the 102 Street Stop up to the east end of the 102 Street Stop.
- 1.1042 **“Splash Zone Surface”** means any surface which may be exposed to de-icing salts, including:
- (a) Roadway, Platform, WEM Transit Centre passenger loading area, Misericordia Station plaza, SUP and sidewalk surfaces;
 - (b) any other surface to which de-icing salts are applied;
 - (c) 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;
 - (d) any concrete surface within 2m horizontally of a Platform, WEM Transit Centre passenger loading area, Misericordia Station plaza, 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;
 - (e) any steel surface within 2m horizontally of a Platform, WEM Transit Centre passenger loading area, Misericordia Station plaza, 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;
 - (f) any Trackway within 30m horizontally of the location at which the Track crosses a Roadway; and
 - (g) any buried surfaces within 1.0m below a surface to which de-icing salts are applied;
 - (h) any Trackway within 2m horizontally of the location at which the Track crosses a pedestrian crossing; and
 - (i) any interior surface of a Building Structure within 2m of an entrance adjacent to a surface receiving de-icing salts.
- 1.1043 **“SR&ED”** has the meaning given in Section 8.5 [Taxes] of the Agreement.
- 1.1044 **“Stage 1 LRV”** means an LRV procured under the Valley Line LRT Stage 1 contract.
- 1.1045 **“Stage 2 LRV”** means an LRV supplied by the LRV Supplier for the Valley Line LRT Stage 2.

- 1.1046 “**Stage 2 LRV OMF-B Design Criteria**” has the meaning given in Section 6.1(c) of Schedule 4 *[Design and Construction Protocols]*.
- 1.1047 “**Stakeholder Register**” means the register required to be established by Project Co pursuant to Section 5.1(j) of Schedule 12 *[Communications and Engagement]*.
- 1.1048 “**Stakeholder Relations**” has the meaning given in Section 3.11 *[Stakeholder Relations]* of Schedule 12 *[Communications and Engagement]*.
- 1.1049 “**Stakeholder Relations Strategy**” means the strategy required to be developed by Project Co pursuant to Section 5.1(h) of Schedule 12 *[Communications and Engagement]*.
- 1.1050 “**Stakeholders**” means individuals or groups that have an interest in the Project, with whom Project Co 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]*.
- 1.1051 “**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 (e.g. online materials through google searches) or other inquiries that reasonably could have been made by a person earnestly trying to understand a topic or mitigate a potential issue.
- 1.1052 “**Standard Operating Procedures**” means the document that outlines the standard operating procedures developed for Valley Line LRT Stage 1.
- 1.1053 “**Standing Referees**” has the meaning given in Section 3.1 *[Appointment of Standing Referees]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.1054 “**Station**” means a location where Trains will pick up or drop off Passengers on an Elevated Guideway, at which utilization of stairs, elevators and/or escalators is required to access the Platform.
- 1.1055 “**Stony Plain Road/132 Street Utility Complex**” refers to the Utility Complex located on Stony Plain Road between 132 Street and Glenora Crescent as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1056 “**Stony Plain Road/144 Street Utility Complex**” refers to the Utility Complex located on Stony Plain Road between 143 Street and 144 Street as illustrated in Appendix 5-1A *[Project Description Drawings]* in Part 1 *[General]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1057 “**Stony Plain Road/149 Street Stop**” means the Stop located as set out in Table 1-1.2.2-1 *[Stops and Stations]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1058 “**Stony Plain Road Bridge**” has the meaning given in Section 1-1.2.3 *[Key Transportation Structures]* of Schedule 5 *[D&C Performance Requirements]*.

- 1.1059 **“Stony Plain Road Bridge Availability Payment Deduction”** means the daily deduction for Full Closure of Stony Plain Road between 124 Street and 139 Street calculated in accordance with Section 2.6 [*Stony Plain Road Bridge Availability Payment Deduction*] of Schedule 16 [*Payment Mechanism*].
- 1.1060 **“Stony Plain Road Bridge Availability Payment Deduction Rate”** has the meaning given in Section 2.6 [*Stony Road Bridge Availability Payment Deduction*] of Schedule 16 [*Payment Mechanism*].
- 1.1061 **“Stop”** means a location where Trains will pick up or drop off Passengers at-grade, where only ramps are required to access the Platform.
- 1.1062 **“Stop PI Theme”** has the meaning given in Section 2-3.1 [*Introduction*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1063 **“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.
- 1.1064 **“Stormwater Management Facility” or “SWMF”** a surface storage facility that collects and treats site runoff from events up to the design flood event, for release at a controlled rate to the downstream sewer system.
- 1.1065 **“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.
- 1.1066 **“Stray Current”** means any extraneous direct currents in the earth.
- 1.1067 **“Stray Current Baseline Survey”** has the meaning given in Section 1-2.4.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1068 **“Stray Current Design Criteria and Mitigation Report”** has the meaning given in Section 1-2.4.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1069 **“Stray Current Operational Survey”** has the meaning given in Section 1-2.4.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1070 **“Stray Current Plan”** has the meaning given in Section 1-2.4.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1071 **“Stray Current Program”** has the meaning given in Section 1-2.4.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1072 **“Stray Current Survey Procedure and Test Report”** has the meaning given in Section 1-2.4.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1073 **“Street Lighting”** means the lighting infrastructure required to illuminate the Roadway, sidewalks, SUPs, crosswalks, WEM Transit Centre and Lewis Farms Park and Ride, except Lewis Farms Stop, for safety purposes.
- 1.1074 **“Street Tree”** means a Canopy Tree or a Columnar Tree planted in the landscape areas identified in Figure 2-14.4.1 [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].

- 1.1075 “**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.
- 1.1076 “**Structure**” means a Building Structure or a Transportation Structure.
- 1.1077 “**Subcontract**” means a contract entered into by a Project Contractor (except Project Contracts) or a Sub-contractor of a Project Contractor of any tier, with one or more Persons in connection with the carrying out of Project Co’s obligations under the Agreement, as such Subcontract may be amended or replaced from time to time.
- 1.1078 “**Sub-contractors**” or “**Subcontractors**” means any subcontractor of Project Co engaged by or through Project Co to perform any of the Project Work, including any of the Project Contractors, and any subcontractor of any other subcontractor at any tier.
- 1.1079 “**Subcontractor Embedded Software**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1080 “**Subcontractor Included Software**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1081 “**Subcontractor Intellectual Property**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1082 “**Subcontractor Losses**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 27 *[Compensation on Termination]*.
- 1.1083 “**Subcontractor Personnel**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1084 “**Subcontractor Separately Licensed Software**” has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1085 “**Subgrade**” means a layer of compacted material with load-bearing strength, located below the road pavement that provides support for the pavement.
- 1.1086 “**Submittal**” has the meaning given in Section 1.1 *[Application]* of Schedule 2 *[Submittal Review Procedure]*.
- 1.1087 “**Submittal Schedule and Register**” has the meaning given in Section 6.4.1 *[General]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.1088 “**submitted**” means submitted in accordance with the Review Procedure and “**submit**” shall have a corresponding meaning.
- 1.1089 “**Subsequent Countdown Notice**” has the meaning given in Section 14.1 *[Initial Countdown Notice]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.1090 “**Subsequent Phase 1 Countdown Notice**” has the meaning given in Section 12.1 *[Initial Phase 1 Countdown Notice]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.1091 “**SUI Leader**” 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 Project Co pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.

- 1.1092 **“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]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1093 **“Support Systems”** means wayside equipment enclosures, duct banks, electrical cables and boxes, and poles including shared use poles for lighting or fixtures that suspends the OCS system.
- 1.1094 **“Surety”** means the Person issuing the Bonds.
- 1.1095 **“Surrebuttal Submission”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 20 *[Dispute Resolution Procedure]*.
- 1.1096 **“Surveillance Study”** has the meaning given in Section 6-1.11.2.1 *[General Surveillance Requirements and Coverage]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1097 **“Sustainable Procurement Policy Report”** has the meaning given in Section 1-1.6.4.6 *[Materials]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1098 **“Sustainable Urban Integration”** or **“SUI”** means a focus on the mutually-supportive integration of the Infrastructure into the urban context within which it exists.
- 1.1099 **“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.
- 1.1100 **“System Cabling Separation Guidelines”** has the meaning given in Section 6-1.5 *[Systems Duct Bank and Associated Infrastructure]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1101 **“System Enhancement”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1102 **“System Ride Quality”** is to maintain ride quality in accordance with the requirements of Section 3-1.1.2 *[Track Alignment]* and Section 3.5 *[System Ride Quality]* of Schedule 7 *[Performance Demonstration Requirements]*.
- 1.1103 **“Systems”** means all facilities and associated infrastructure related to Rail Systems, Traffic Signals, Overhead Catenary System and Traction Power System
- 1.1104 **“Systems Duct Bank”** means a buried network of raceways along the LRT corridor for protection of signal, communication, electrical power and City Fibre cables.
- 1.1105 **“Target Construction Completion Date”** means December 15, 2026, as adjusted in accordance with the Agreement.
- 1.1106 **“Target ICS Integration Ready Date”** means June 18, 2026, as adjusted in accordance with the Agreement.
- 1.1107 **“Target Lane Closure Costs”** means the sum, in Canadian dollars, as indicated in Table 7 *[Valued Items]* of Appendix 16A *[Payment and Payment Adjustment Inputs]* of Schedule 16 *[Payment Mechanism]*.

- 1.1108 “**Target Phase 1 Construction Completion Date**” means March 31, 2025 as adjusted in accordance with the Agreement.
- 1.1109 “**Target Stony Plain Road Bridge Availability Date**” means the date which is 800 days following the first date on which there is Full Closure of the Stony Plain Road Bridge in accordance with Section 1-4.2.5 [*Roadway Closure Restrictions*] of Schedule 5 [*D&C Performance Requirements*], as such date may be adjusted in accordance with Sections 10 and 11 of the Agreement.
- 1.1110 “**Target Transit Impact Costs**” means the sum, in Canadian dollars, as indicated in Table 7 [*Valued Items*] of Appendix 16A [*Payment and Payment Adjustment Inputs*] of Schedule 16 [*Payment Mechanism*].
- 1.1111 “**Target Tree Compensation Value**” means the total compensation value of trees within the City Lands, specified in Table 7 [*Valued Items*] of Appendix 16A [*Payment and Payment Adjustment Inputs*] to Schedule 16 [*Payment Mechanism*].
- 1.1112 “**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.
- 1.1113 “**TCS Design Package**” has the meaning given in Section 6-1.3 [*Train Control System (TCS)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1114 “**Technical Documentation**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1115 “**Technical Proposal**” means the final technical proposal “VLS-2” submitted by Project Co in response to the RFP.
- 1.1116 “**Technical Referee Panel**” has the meaning given in Section 2.5 [*Fast Track Referee Process*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.1117 “**Technical Submission Date**” means the [VLS2] submission date as set out in the RFP.
- 1.1118 “**Telephone System Integration Plan**” has the meaning given in Section 6-1.13.2 [*Telephones*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1119 “**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.
- 1.1120 “**Term**” has the meaning given in Section 5.8 of the Agreement.
- 1.1121 “**Termination**” means termination of the agreement by the City under Section 15.2 [*Termination by City*] prior to the Expiry Date.
- 1.1122 “**Termination by Project Co**” means termination of the agreement by Project Co under Section 15.3 [*Termination by Project Co*].
- 1.1123 “**Termination Date**” means the earlier of the Expiry Date and the date of earlier termination of the Agreement in accordance with its terms.
- 1.1124 “**Termination Event**” has the meaning given in Section 14.6 [*Termination Events*] of the Agreement.

- 1.1125 “**Termination for Convenience**” means termination of the agreement by the City under Section 15.2(b) [*Termination by City*].
- 1.1126 “**Termination Payment**” means a payment under Section 27 [*Compensation on Termination*] of the Agreement.
- 1.1127 “**Terminus Stop**” means the Stop, as the context requires.
- 1.1128 “**TESP Binder**” has the meaning given in Section 6-5.3 [*TESP Documentation*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1129 “**Test Procedures**” has the meaning given in Section 9.8.3(a) [*Test Procedures*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1130 “**The Yards/116 St. Stop**” means the Stop located as set out in Table 1-1.2.2-1 [*Stops and Stations*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1131 “**Third Party Arbitration**” has the meaning given in Section 4.4 [*Consolidation with Third Party Disputes*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.1132 “**Third Party Embedded Software**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1133 “**Third Party Input**” has the meaning given in Section 2.2 [*Delivery of Change Estimate*] of Schedule 13 [*Changes*].
- 1.1134 “**Third Party Intellectual Property**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1135 “**Third Party Licensed Software**” has the meaning given in Section 1.1 [*Definitions*] of Schedule 8 [*Intellectual Property*].
- 1.1136 “**Third Party Litigation**” has the meaning given in Section 4.4 [*Consolidation with Third Party Disputes*] of Schedule 20 [*Dispute Resolution Procedure*].
- 1.1137 “**Ticket Vending Machine**” or “**TVM**” means a device for collecting fares and issuing tickets for use on the ETS Transit Network.
- 1.1138 “**TLC**” has the meaning given in Section 1.6 of Schedule 11 [*Construction Safety Requirements*].
- 1.1139 “**Total Capital Cost Amount**” is the amount, in Canadian nominal dollars, related to Project Co’s capital cost, as indicated in Table 6 [*Total Capital Cost Amount*] of Appendix 16A [*Payment and Payment Adjustment Inputs*] to Schedule 16 [*Payment Mechanism*], as the same may be adjusted pursuant to a Change Order Confirmation.
- 1.1140 “**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 1-4.2.5-1 [*Roadway Construction Restrictions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1141 “**Total Future Number of Lanes**” means the number of lanes in each Roadway Section, post construction, as shown in Table 1-4.2.5-1 [*Roadway Construction Restrictions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1142 “**TPSS Factory Acceptance Test Plan**” has the meaning given in Section 6-2.4.1 [*General*] of Schedule 5 [*D&C Performance Requirements*].

- 1.1143 **“TPSS Ground Grid Design”** has the meaning given in Section 6-2.3.7 [*Substation and Earthing Connections*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1144 **“Track”** means an assembly of rolled steel rails and fastenings supported by a structure over which the Light Rail Vehicles and On-track Vehicles operate.
- 1.1145 **“Track Brake”** means a form of electro-magnetic brake which increases the brake force from the electro-magnetic application of metal shoes directly onto the tracks.
- 1.1146 **“Track Circuit”** means a Vital electrical circuit which uses the rails as the conductors between transmitting and receiving devices, for the purpose of detecting a Track Occupancy between the specified limits bounded by the circuit.
- 1.1147 **“Track Clearance Envelope”** means the space occupied by the maximum vehicle Dynamic Envelope plus effects due to curvature and superelevation, construction and maintenance tolerances of the track structure, construction tolerances of adjacent wayside structures and running clearances, as defined in Table 1-2.1.8-1 [*Track Clearance Envelope Widths*] in Section 1-2.1.8 [*LRV Accommodation*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1148 **“Track Design Criteria”** has the meaning given in Section 3-1.1.1 [*Reference Standards*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1149 **“Track Occupancy”** means when an On-track Vehicle is either stationary or in motion on a Mainline Track.
- 1.1150 **“Track Optimization Study”** has the meaning given in Section 3-1.1.2 [*Track Alignment*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1151 **“Track Power System Protection Scheme”** has the meaning given in Section 6-2.3.4 [*Shop TPSS and Yard TPSS*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1152 **“Trackway”** means a Track structure, including the Track, Track supporting systems, concrete slabs, and Trackway drainage system, including the concrete infill strip between the Tracks for Embedded Track and Direct Fixation Track.
- 1.1153 **“Trackway Boulevard Landscape Area”** means the landscape area between the Trackway edge and a Roadway as illustrated in Figure 2-14.4. [*Illustrated Landscape Area Definitions*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1154 **“Traction Power”** means the propulsion energy required to operate Trains.
- 1.1155 **“Traction Power Cable”** has the meaning given in Section 6-2.9A [*Traction Power Cabling*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1156 **“Traction Power Commissioning Sub-Plan”** means the plan prepared by Project Co in accordance with Section 9.4.6.1 [*Traction Power Commissioning Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1157 **“Traction Power Distribution”** means an element of the Traction Power System that distributes the Traction Power supply and delivers the LRV propulsion energy to Trains.
- 1.1158 **“Traction Power Duct Bank”** means a buried network of raceways along portions of the LRT Corridor for protection of Traction Power Distribution feeder and negative return cables.

- 1.1159 **“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.
- 1.1160 **“Traction Power SCADA System I/O Schedule”** has the meaning given in Section 6-2.3.13 [*Traction Power SCADA System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1161 **“Traction Power Substation”** or **“TPSS”** means a facility for performing power conversion by receiving primary electrical power from an electrical utility, transforming the power to a lower usable voltage, and converting it from AC to DC to supply energy to the Traction Power System.
- 1.1162 **“Traction Power System”** means an electrical network of Traction Power Substations and electrical distribution cabling and infrastructure to supply energy to a Train operating on the Track. The Traction Power System includes the Mainline Traction Power System, the Yard Traction Power System, the Shop Traction Power System and any Alternative Traction Power Distribution System.
- 1.1163 **“Trade-Marks”** means any registered or unregistered mark, trade-mark, service mark, distinguishing guise, logo, insignia, seal, design or symbol.
- 1.1164 **“Traffic Accommodation Plan”** or **“TAP”** has the meaning given in Section 1-4.2.7 [*Traffic Accommodation Plan (TAP)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1165 **“Traffic Accommodation Request”** or **“TAR”** has the meaning given in Section 1-4.2.6 [*Traffic Accommodation Request (TAR)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1166 **“Traffic Accommodation Strategy”** or **“TAS”** has the meaning given in Section 1-4.2.8 [*Traffic Accommodation Strategy*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1167 **“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.
- 1.1168 **“Traffic Controller”** means a computerized control and coordination system for lighting traffic signals at signalized intersections.
- 1.1169 **“Traffic Signal”** means a Road Traffic Signal or an LRT Traffic Signal.
- 1.1170 **“Traffic Signal Equipment”** has the meaning given in Section 6-4.3.8 [*Traffic Signal Construction Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1171 **“Traffic Signal Timing Sheets”** means data and information used for configuring the Traffic Controllers and designing traffic signal layouts.
- 1.1172 **“Train”** means one and two Light Rail Vehicles operating as a single unit.
- 1.1173 **“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.
- 1.1174 **“Train Delay”** has the meaning given in Section 1.2 [*Definitions*] of Schedule 7 [*Performance Demonstration Requirements*].

- 1.1175 **“Train Routing and Priority System”** or **“TRPS”** means an arrangement of special purpose Vital or non-Vital computing devices, logic controllers, Light Rail Vehicle on-board GPS receivers, wireless transceivers, transponders, display panels and/or control units; wayside transponders, loops, antennas, data radios, interrogators; and/or special purpose modules which comprise a system for initiating Transit Signal Priority sequences for execution by the traffic controller(s), and for initiating Train routing commands for conditional execution by the Train Control System.
- 1.1176 **“Training Program”** means the program developed by Project Co pursuant to Section 10.1 *[Training Program]* of Schedule 4 *[Design and Construction Protocols]*.
- 1.1177 **“TransEd Partners”** means the consortium that entered into a contract with the City to design, build, finance, operate, maintain and rehabilitate Valley Line LRT Stage 1.
- 1.1178 **“Transit Centre”** means a location where multiple buses can stop simultaneously to allow transfer between routes.
- 1.1179 **“Transit Impact Adjustment”** means the sum, in Canadian dollars, calculated in accordance with Section 2.4 *[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.
- 1.1180 **“Transit Impact Credit”** means the sum, in Canadian dollars, payable by the City to Project Co in accordance with the Agreement, as calculated in Section 2.4 of *[Transit Impact Adjustment]* Schedule 16 *[Payment Mechanism]*.
- 1.1181 **“Transit Impact Credit Multiplier”** has the meaning given in Section 2.4 *[Transit Impact Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.1182 **“Transit Impact Deduction”** means the sum, in Canadian dollars, to be deducted by the City from Payments to Project Co in accordance with the Agreement, as calculated in Section 2.4 *[Transit Impact Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.1183 **“Transit Impact Deduction Multiplier”** has the meaning given in Section 2.4 *[Transit Impact Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.1184 **“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]*.
- 1.1185 **“Transit Notification”** means written notice provided to the City in accordance with Section 1-4.1 *[Transportation Management Coordination]* of Schedule 5 *[D&C Performance Requirements]* regarding impacts to a Roadway identified as servicing one or more bus routes.
- 1.1186 **“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.
- 1.1187 **“Transit Signal Priority”** or **“TSP”** means techniques used to minimize Light Rail Vehicle delays at Grade Crossings through the optimized timing of Traffic Signals.
- 1.1188 **“Transportation Accommodation”** means the safe accommodation of vehicular, bicycle, pedestrian and other travel modes through or adjacent to an active work site.
- 1.1189 **“Transportation Closure”** means the closure of any vehicular, bicycle or pedestrian route.

- 1.1190 “**Transportation Electrical Service Plan Process Form**” or “**TESP Process Form**” has the meaning given in Section 6-5.2 [*TESP Process Form*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1191 “**Transportation Management**” means the coordination of safe and efficient routes for all transportation modes, including vehicles, bicycles and pedestrians, through or around work sites.
- 1.1192 “**Transportation Management Plan**” has the meaning given in Section 7.4.1 [*Transportation Management Plan (TMP)*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1193 “**Transportation Structure**” means any structure forming part of the Infrastructure, other than a Building Structure or an Other Structure. For clarity, Transportation Structure includes:
- (a) Elevated Guideways;
 - (b) Elevated Guideway Ramps;
 - (c) bridges, excluding pedestrian bridges with a span less than 10m;
 - (d) retaining walls with a maximum height over 1.2m;
 - (e) the MacKinnon Ravine Retaining Wall;
 - (f) Trackway slabs, including Trackway slabs at the Gerry Wright OMF Site and the Lewis Farms Site;
 - (g) Trackway supporting structures;
 - (h) OCS pole bases and bases mounted on Transportation Structures;
 - (i) slope stabilization measures; and
 - (j) Utility protection structures.
- 1.1194 “**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*].
- 1.1195 “**Travel Time**” has the meaning given in Section 1.2 [*Definitions*] of Schedule 7 [*Performance Demonstration Requirements*].
- 1.1196 “**Tree Compensation Payment Credit**” means the sum, in Canadian dollars, to be paid by the City to Project Co in accordance with the Agreement, as calculated in Section 2.5 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1197 “**Tree Compensation Payment Credit Rate**” has the meaning given in Section 2.5 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1198 “**Tree Compensation Payment Deduction**” means the sum, in Canadian dollars, to be deducted from Payments by the City to Project Co in accordance with the Agreement, as calculated in Section 2.5 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].
- 1.1199 “**Tree Compensation Payment Deduction Rate**” has the meaning given in Section 2.5 [*Tree Removal Adjustment*] of Schedule 16 [*Payment Mechanism*].

- 1.1200 **“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.
- 1.1201 **“Tree Management Log”** means a detailed log produced and maintained by Project Co regarding practices and incidents related to existing Protected Trees. The Tree Management Log shall document all tree protection, root management, branch management measures and procedures for trees damaged during Construction as identified in Section 2-14.13 *[Tree Retention, , Removal and Protection]*, Section 2-14.13.3 *[Tree Protection in Critical Root Zones]*, Section 2-14.13.4 *[Root Management Procedures]*, Section 2-14.13.5 *[Branch Management Procedures]* and Section 2-14.13.6 *[Procedures for Trees Damaged During Construction]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1202 **“Tree Removal Adjustment”** means the sum, in Canadian dollars, to be paid or deducted from Payments by the City to Project Co in accordance with the Agreement, as calculated in Section 2.5 *[Tree Removal Adjustment]* of Schedule 16 *[Payment Mechanism]*.
- 1.1203 **“Tree Retention, Removal, and Protection Plan”** or **“TRRP Plan”** means a plan developed by Project Co regarding existing trees and Forested Areas within the Lands in accordance with Section 2-14.15 *[Tree Retention, Removal, and Protection]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1204 **“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.
- 1.1205 **“Tree Valuation Inventory”** means the tree valuation inventory included in the Disclosed Data of existing trees within the Lands as set out in Section 2-14.15 *[Tree Retention, Removal, and Protection]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1206 **“TRPS Design Report”** has the meaning given in Section 6-1.4 *[Train Routing And Priority System (TRPS)]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1207 **“TRPS Integration Plan”** has the meaning given in Section 6-1.4 *[Train Routing And Priority System (TRPS)]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1208 **“Type GU”** has the meaning given in CSA A3001.
- 1.1209 **“Type HS”** has the meaning given in CSA A3001.
- 1.1210 **“ULA Process”** has the meaning given in Section 6.1.7 *[Utility Work Requirements]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1211 **“Ultimate Limit State”** or **“ULS”** has the meaning given in CAN/CSA S6.
- 1.1212 **“Underdrain”** means a perforated piped drainage system installed underground below a structure to collect and convey subsurface water.
- 1.1213 **“Under Guideway Landscape Area”** has the meaning given in Section 2-14.6.5 *[Under Guideway Landscape Area]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1214 **“Underrepresented Groups”** means those groups identified in the table contained in Section 4.6 *[Community Employment Benefits Plan]* of Schedule 4 *[Design and Construction Protocols]*.

- 1.1215 **“Undisclosed Functionality”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1216 **“Universal Transverse Mercator”** or **“UTM”** is a 2-dimensional coordinate system to give locations on the surface of the Earth.
- 1.1217 **“Unmetered Street Lighting Load Change Report”** has the meaning given in Section 6-1.9.8 *[Lighting and Receptacle Metered Services]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1218 **“Unusable Soil”** has the meaning given in Section 15.5(b) of Schedule 10 *[Environmental Performance Requirements]*.
- 1.1219 **“Urban”** means a Stop Canopy type as set out in Section 2-10.2.3 *[Canopies]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1220 **“Use”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 8 *[Intellectual Property]*.
- 1.1221 **“Utilities 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 Project Co pursuant to Section 3.2 *[Change of Key Individual or Job Specifications or Responsibilities]* of Schedule 26 *[Representatives and Key Individuals]*.
- 1.1222 **“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.
- 1.1223 **“Utility Agreement”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1224 **“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]*.
- 1.1225 **“Utility Company”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1226 **“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 Project Co), 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.
- 1.1227 **“Utility Company Fault”** means the Legal Fault of a Utility Company in its performance of Utility Work.
- 1.1228 **“Utility Complex”** means one or more associated Building Structures which collectively house any combination of the following: signals, communications equipment, AC electrical distribution equipment, fixed mounted engine generators or TPSS, in secure, climate controlled, walk-in compartments or rooms.
- 1.1229 **“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]*.

- 1.1230 **“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]*.
- 1.1231 **“Utility Coordination”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1232 **“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]*.
- 1.1233 **“Utility Design”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1234 **“Utility Encumbrance”** means any of the following:
- (a) Utilities (including unregistered rights of way, easements, licence rights and other similar interests) that: (i) are identified through Disclosed Data; or (ii) would have been identified had Project Co made diligent inquiry through Alberta One Call Corporation or GeoEdmonton;
 - (b) Existing Utility Agreements; and
 - (c) Future Utility Work.
- 1.1235 **“Utility Infrastructure”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1236 **“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]*.
- 1.1237 **“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]*.
- 1.1238 **“Utility Service Connections”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1239 **“Utility Work”** has the meaning given in Section 1.1 *[Definitions]* of Schedule 28 *[Project Approvals and Utility Matters]* Part 2 *[Utility Matters]*.
- 1.1240 **“Utility Work Relief Event”** has the meaning given in Section 11.1 *[Relief Event Defined]* of the Agreement.
- 1.1241 **“Vacant Lot”** means a whole or partial portion of a Remnant Land Parcel that has been cleared of structures.
- 1.1242 **“Validator”** means a device, located in accordance with Section 5-2.7.11.3 *[Validators]* of Schedule 5 *[D&C Performance Requirements]*, for providing tap on / tap off Passenger functionality.
- 1.1243 **“Valley Line CCTV System”** has the meaning given in Section 6-1.11 *[CCTV System]* of Schedule 5 *[D&C Performance Requirements]*.
- 1.1244 **“Valley Line LRT”** means the full line from Mill Woods to Lewis Farms, including both Valley Line LRT Stage 1 and Valley Line LRT Stage 2.

- 1.1245 **“Valley Line LRT CTS to ETS Integration Plan”** has the meaning given in Section 6-1.7.1 [*Communication Transmission System (CTS)*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1246 **“Valley Line LRT Stage 1”** or **“Valley Line SE LRT”** means the portion of the Valley Line from Mill Woods to Downtown that is currently under construction and expected to be in operation during the Term, which will be connected to the Project.
- 1.1247 **“Valley Line LRT Stage 1 and Operator Integration Schedule”** has the meaning given in Section 7.3 of Schedule 3 [*Construction Schedule*].
- 1.1248 **“Valley Line LRT Stage 1 and Valley Line LRT Stage 2 Administrative Data Network Integration Plan”** has the meaning given in Section 8-1.3.4.1 [*General Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1249 **“Valley Line LRT Stage 1 Data Radio System Evaluation”** has the meaning given in Section 6-1.12.3.2 [*Extension of Valley Line LRT Stage 1 Data Radio System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1250 **“Valley Line LRT Stage 1 Survey Schedule and Plan”** has the meaning given in Section 1-1.4.2 [*Scheduling and Coordination of Integration Points*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1251 **“Valley Line LRT Stage 1 Voice Radio System Evaluation”** has the meaning given in Section 6-1.12.2.2 [*Extension of Valley Line LRT Stage 1 Voice Radio System*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1252 **“Valley Line LRT Stage 2 Sightline Study”** has the meaning given in Section 1-2.1.4 [*Operations and Maintenance Compliance*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1253 **“Valley Line West Construction Insurance Program”** or **“VLWCIP”** means the sponsored construction insurance program developed by the City for the Project.
- 1.1254 **“Valley Line West LRT”** or **“Valley Line LRT Stage 2”** means that portion of the Valley Line LRT from Downtown to Lewis Farms comprised of the Infrastructure.
- 1.1255 **“Valley Line West LRT Facilities Design and Construction Standards”** means the document entitled “Valley Line West LRT Facilities Design and Construction Standards”, a copy of which is included in the Disclosed Data.
- 1.1256 **“Valley Line West LRT Landscape Design and Construction Standards”** means the document entitled “Valley Line West LRT Landscape Design and Construction Standards”, a copy of which is included in the Disclosed Data.
- 1.1257 **“Valley Line West LRT Roadways Design and Construction Standards”** means the document entitled “Valley Line West LRT Roadways Design and Construction Standards”, a copy of which is included in the Disclosed Data.
- 1.1258 **“Value of Construction Completion Deficiencies”** means the sum, in Canadian dollars, of Construction Completion Deficiencies, as defined in Section 14.4 [*Deficiency List*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1259 **“Value of Phase 1 Construction Completion Deficiencies”** means the sum, in Canadian dollars, of Phase 1 Construction Completion Deficiencies, as defined in Section 12.4 [Phase 1 Construction Completion Deficiency List] of Schedule 4 [*Design and Construction Protocols*].

- 1.1260 **“Variable Message Sign”** or **“VMS”** means a sign meeting the requirements set out in Section 6-1.20.3 [*Variable Message Signs*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1261 **“Vegetation Handback Requirements”** has the meaning given in Section 25(b) of Schedule 10 [*Environmental Performance Requirements*].
- 1.1262 **“Vibration Control Sub-Plan”** means the plan described in Section 6.4.5.5 [*Vibration Control Sub-Plan*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1263 **“Visual Delineator”** means the barrier described in Section 2-4.5.3 [*Safety Barriers*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1264 **“Vital”** means safety-critical and is applied to a system or a function, whereby every identified failure mode (or combinations of failures where the first failure is undetected) of the function or system which can lead directly to a Category I or II hazard shall be mitigated by forcing the system to assume a state known to be safe. This is to be interpreted as the function or system providing an equivalent level of safety as Safety Integrity Level (SIL) 4 as defined within IEC 61508.
- 1.1265 **“Vital Controller”** or **“VC”** means a Vital microprocessor-based system for controlling switches or signal appliances.
- 1.1266 **“Voice Over IP”** or **“VoIP”** means a methodology for the digital delivery of voice communications over Internet Protocol (IP) networks.
- 1.1267 **“Voice Radio System”** has a meaning given in Section 6-1.12.2.1 [*Functional Requirements*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1268 **“Voice Radio System Integration Plan”** has the meaning given in Section 6-1.12.2.5 [*Submittals*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1269 **“Voice Recording System”** means a digital voice recorder capable of storing a minimum of one (1) year of calls.
- 1.1270 **“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 7.3 (Manufacturer’s Warranties) of the Agreement.
- 1.1271 **“Warranty Period”** means, in respect of the Phase 1 Infrastructure, the Phase 1 Warranty Period, or in respect of the Infrastructure (excluding the Phase 1 Infrastructure), the Remaining Infrastructure Warranty Period, as applicable.
- 1.1272 **“Warranty Work”** has the meaning given in Section 7.2 [*Warranty Work and Prompt Repair of Warranty Work*] of the Agreement.
- 1.1273 **“Wayside Equipment”** means permanently affixed electrical equipment, which is situated within the LRT Corridor.
- 1.1274 **“Wayside Equipment Enclosure”** means a Structure, other than a Utility Complex, enclosing any Wayside Equipment.
- 1.1275 **“WBS Discipline”** means the LRT engineering discipline as delineated in the Work Breakdown Structure in Appendix 4D of Schedule 4 [*Design and Construction Protocols*].

- 1.1276 **“WEM Central Passenger Loading Area”** means the central loading island at the West Edmonton Mall Transit Centre.
- 1.1277 **“WEM North Passenger Loading Area”** means the passenger loading area along the north side of the West Edmonton Mall Transit Centre adjacent to the West Edmonton Mall parkade.
- 1.1278 **“WEM South Passenger Loading Area”** means the passenger loading area along the south side of the West Edmonton Mall Transit Centre adjacent to 87 Avenue
- 1.1279 **“WEM Transit Centre Site”** means, collectively, land parcels W210A, W210B and W210C, as set out in Figure 7 of Appendix 14B [*City Lands Site Plans*] to Schedule 14 [*City Lands*].
- 1.1280 **“West Block”** means the development located at 142 Street and Stony Plain Road.
- 1.1281 **“West Edmonton Character Zone”** means the area described in Section 2-3.2 [*West Edmonton Character Zone*] of Schedule 5 [*D&C Performance Requirements*].
- 1.1282 **“West Edmonton Mall”** or **“WEM”** means the commercial development located within the West Edmonton Mall Site.
- 1.1283 **“West Edmonton Mall Site”** or **“WEM Site”** means areas bounded by the WEM PPZ as indicated in the Project Description Drawings.
- 1.1284 **“West Edmonton Mall Station”** or **“WEM Station”** means the above-grade Station located on the WEM Site and co-located with the WEM Transit Centre.
- 1.1285 **“West Edmonton Mall Transit Centre”** or **“WEM Transit Centre”** means a connection point at the WEM where multiple buses are able to stop simultaneously to allow cross-route transfers to other buses or transfer to an LRT vehicle.
- 1.1286 **“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. Wick Drains may be prefabricated geotextile drains that collect groundwater and discharge it into a piped Underdrain system.
- 1.1287 **“Wildlife Crossing Bench”** means a flat surface in a Bridge Abutment designed to safely carry animals underneath Roadways and Trackways.
- 1.1288 **“Witness Points”** has the meaning given in Section 6.2.3(g) of Schedule 9 [*Quality Management*].
- 1.1289 **“Work Breakdown Structure”** means the structure identified in Appendix 4D [*Work Breakdown Structure*] to Schedule 4 [*Design and Construction Protocols*]
- 1.1290 **“Work Package”** has the meaning given in Section 2.1 [*General*] of Schedule 4 [*Design and Construction Protocols*].
- 1.1291 **“Yard Control System”** or **“YCS”** means an arrangement of non-Vital computing devices that provide centralized Train monitoring and control from within the Operations Control Centre.
- 1.1292 **“Yard Track”** means any Track within the Gerry Wright OMF Site or Lewis Farms Storage Facility Site, excluding any Shop Track.
- 1.1293 **“Yard TPSS”** means a Traction Power Substation used to provide Traction Power for the Yard Traction Power System.

1.1294 “**Yard Track Traction Power System**” means a Traction Power System within the Gerry Wright OMF Site or Lewis Farms Storage Facility Site 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*] and Schedule 8 [*Intellectual Property*], unless stated otherwise in a particular Schedule in which case such definition shall have the meaning given to it in that Schedule solely for the purposes of that Schedule.
- (g) Direction to Project Co The language of the Project Requirements and other documents comprising the Agreement is in many cases written in the imperative for brevity. Clauses containing instructions, directions or obligations are directed to Project Co and shall be construed and interpreted as if the words Project Co shall immediately precede 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 or in any Project Contract to any right, power, obligation or responsibility of any Governmental Authority shall be deemed to be a reference to the Governmental

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

- (ii) Where the Agreement states that an obligation shall be performed no later than or by a prescribed number of days before a stipulated date or event or by a date which is a prescribed number of days before a stipulated date or event, the latest time for performance shall be 5:00 p.m. on the last day for performance of the obligation concerned, or if that day is not a Business Day, 5:00 p.m. on the next Business Day.
 - (iii) Where the Agreement states that an obligation shall be performed on a stipulated date, the latest time for performance shall be 5:00 p.m. on that day, or, if that day is not a Business Day, 5:00 p.m. on the next Business Day.
 - (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 Project Co or the City they shall be construed and interpreted as synonymous and to read Project Co shall or the City shall as the case may be.
- (dd) Costs Without limiting Schedule 16 [*Payment Mechanism*], whenever the Agreement obliges the City to pay any amount to Project Co in respect of any costs, expenses, fees, charges, liabilities, losses, claims or other sums incurred by Project Co:
- (i) such obligation shall be construed as applying only to so much of such sums as have been properly incurred on an arm's length commercial basis or, where not incurred on an arm's length commercial basis (including when the payment is made to an Affiliate of Project Co), so much of them as are proper and reasonable; and

- (ii) Project Co shall, when requested by the City, provide reasonable supporting evidence of such costs, expenses, fees, charges, liabilities, losses, claims or other sums and of the actions taken by Project Co to mitigate the same.
- (ee) Currency Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.
- (ff) Unit of Measurement Unless otherwise identified in the Agreement, all units of measurement in any documents submitted by Project Co to the City shall be in accordance with the SI system of units.
- (gg) Technical Terms Terms not defined herein and used in the Agreement which have a technical meaning commonly understood by the public light rail transit sector, as applicable, in Alberta will be construed as having that meaning unless the context otherwise requires.
- (hh) 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 Project Co's and any Project Co Persons' experience and the investigations, inspections and examinations of the Disclosed Data and in respect of the City Lands carried out by Project Co or by any Project Co Person during the RFP process or other due diligence; and by taking into consideration reasonable, normal course and industry standard investigations, inspections or other due diligence; in each case in accordance with Good Industry Practice.
- (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 Project Co Without limiting the extent of its actual knowledge, Project Co 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 Project Co, any Project Contractors 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 Project Co agree that such amount represents their genuine mutual pre-estimate of the particular damages arising from the particular event.

Appendix 1A Technical Acronyms

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

AAALA – 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

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

AIC – Amps Interrupting Capacity

ANSI – America 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 Right-of-Way Maintenance Association

ARV – Air Release Valve

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

ASME – American Society of Mechanical Engineering

ASPE – American Society of Plumbing Engineers

ASTM – American Society of Testing Materials

ATS – Automatic Transfer Switch

AWS – American Welding Society

BLT – Blue Light Telephone

CaGBC – Canadian Green Building Council

CALA – Canadian Association for Laboratory Accreditation

CAN – National Standards of Canada

CAPWAP – Case Pile Wave Analysis Program

CCIL – Canadian Council of Independent Laboratories

CCTV – Closed Circuit Television

CEC – Canadian Electrical Code

CFEM – Canadian Foundation Engineering Manual

CGSB – Canadian General Standards Board

CIH – Certified Industrial Hygienist

CISC – Canadian Institute of Steel Construction

CNLA – Canadian Nursery Landscape Association

CNR – Canadian National Railway

COR – Certificate of Recognition

COTS – Commercial Off the Shelf

CPCI – Canadian Precast/Prestressed Concrete Institute

CPR – Canadian Pacific Railway

CPTED – Crime Prevention through Environmental Design

CRR – Corrosion Resistant Reinforcing Steel

CRSP – Canadian Registered Safety Professional

CSA – Canadian Standards Association

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

CTI – Ceramic Tile Institute

CTS – Communication Transmission System

CWR – Continuous Welded Rail

DATS – Disabled Adult Transit Service

dB – Decibel

dBA – A-weighted decibel level

DC – Direct Current

DCOF – Dynamic Coefficient of Friction

DFO – Department of Fisheries and Oceans Canada

DHCP – Dynamic Host Configuration Protocol

DLA – Dynamic Load Allowance

DMS – Data Management System

DSL – Design Service Life

EAS – Emergency Alarm Station

ECUC – Alberta Electrical Communications Utility Code

EDACS – Enhanced Digital Access Communication System

EDTI – EPCOR Distribution and Transmission Incorporated

EFB – Electric Flash-Butt

EGFP – Equipment Ground Fault Protection

EIFS – Exterior Insulation Finishing System

EMC – Electromagnetic Compatibility

EMI – Electromagnetic Interference

EMS – Environmental Management System

EMT – Electrical Metallic Tubing

EN – European Norm

EPROM – Erasable Programmable Read Only Memory

ESC – Erosion and Sediment Control

ETS – Edmonton Transit Service

EW – Hydrostatic Loads

FAT – Factory Acceptance Test

FDC – Fire Department Connection

FDF – Fibre Distribution Frame

FHV – Fire Hydrant Valve

FLS – Fatigue Limit State

FLSC – Fire-life Safety Committee

FMEA – Failure Mode and Effects Analysis

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

GAAP – Generally Accepted Accounting Principle

GBC – Granular Base Course

GFI – Ground Fault Indicating

GFRP – Glass Fibre Reinforced Polymers

HDPE – High-Density Polyethylene

HDMI – High-Definition Multimedia Interface

HMI – Human Machine Interface

HPC – High Performance Concrete

HSS – Hollow Structural Section

HVAC – Heating, Ventilation and Air Conditioning

HWL - High Water Level

I/O – Input/Output

IEC – International Electrotechnical Commission

IED – Intelligent Electronic Devices

IEEE 15288-2015 – Systems and software engineering -- System life cycle processes

IEEE 828-2012 – IEEE Standard for Configuration Management in Systems and Software Engineering

IESNA – Illuminating Engineering Society of North America

IFRS – International Financial Reporting Standards

IMOA – International Molybdenum Association

IP – Internet Protocol

IRCA – International Register for Certified Auditors

ISO – International Organization for Standardization

LCP – Local Control Panel

LED – Light Emitting Diode

LEED – Leadership in Energy and Environmental Design

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

LID – Low Impact Development

LLDPE – Linear Low-Density Polyethylene

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

LOS – Level of Service

LRT – Light Rail Transit

LRV – Light Rail Vehicle

LRU – Line Replaceable Unit

LV – Low Voltage

MCC – Motor Control Centre

MOE – Measures of Effectiveness

MOW – Maintenance of Way

MPBX – Multiple-Point Borehole Extensometer

MPLS – Multiprotocol Label Switching

MSE – Mechanically Stabilized Earth

MTBF – Mean Time between Failure

MTBSAF – Mean Time between Service Affecting Failure

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.

NAS – Network-Attached Storage

NBC – National Building Code

NBCAE v National Building Code Alberta Edition

NCR – Nonconformity Report

NECB – National Energy Code 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

NPC – National Plumbing Code

NPCC – National Plumbing Code of Canada

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

NTCIP – National Transportation Communications for Intelligent Transportation System Protocol

NTP – Network Time Protocol

NVR – Network Video Recorder

NWL – Normal Water Level

O/C – On Centre

OCC – Operations Control Centre

OCS – Overhead Catenary System

ONVIF – Open Network Video Interface Forum

OSC – Office Supervisory Control

OSCAM – On-Street Construction and Maintenance

OSP – Optical Survey Prism

OTDR – Optical Time-Domain Reflectometer

PA – Public Address

PAH – polycyclic aromatic hydrocarbons

PAI – Passenger Assistance Intercoms

PCC – Precast Concrete

PCMS – Portable Changeable Message Sign

PDA – Pile Driving Analyzer

PEA – Passenger Emergency Alarm

PERSIST – Pressure Equalized Rain Screen Insulated Structure Technique

PGFP – Personnel Ground Fault Protection

PICO – Pre-Installation Check Out

PIE – Privacy Impact Evaluation

PLC – Programmable Logic Controller

PMD – Polarization Mode Dispersion

PNC – Preferred Noise Criteria

PoE – Power over Ethernet

POSM – Power Operated Switch Machine

PPHPD – Passengers Per Hour Per Direction

PPV – Peak Particle Velocity

PPZ – Pedestrian Priority Zone

PROM – Programmable Read Only Memory

PSL – Predicted Service Life

PTZ – Pan Tilt Zoom

QA – Quality Assurance

QC – Quality Control

QMS – Quality Management System

RAM – Reliability, Availability and Maintainability

RFI – Radio Frequency Interference

RH – Relative Humidity

RMS – Root Mean Square

ROM – Read Only Memory

RTU – Remote Terminal Unit

SAT – Site Acceptance Test

SBS – Styrene Butadiene Styrene (Roof System Type)

SIT – Systems Integration Test

SC – Standard Connector

SCADA – Supervisory Control and Data Acquisition

SCL – Sprayed Concrete Lining

SEM – Sequential Excavation Method

SI – System International

SLS – Serviceability Limit State

SM – Single Mode

SMACNA – Sheet Metal and Air-Conditioning Contractors National Association

SNTP – Simple Network Time Protocol

SPI – Switch Position Indicator

SPR – Stony Plain Road

SRC – Safety and Security Review Committee

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

TAC – Transportation Association of Canada

TCRP – Transit Cooperative Research Board

TCS – Train Control System

TIA – Telecommunications Industry Association

TLC – Temporary Letter of Certification

TOD – Transit Oriented Development

TOR – Top of Rail

TSP – Transit Signal Priority

TPSS – Traction Power Substation

TRPS – Train Routing and Priority System

TRU – Transformer-Rectifier Unit

TTMAC – Terrazzo, Tile and Marble Association of Canada

TUC – Transportation Utility Corridor

TVM – Ticket Vending Machine

UL – Underwriters Laboratories

ULA – Utility Line Assignment

ULC – Underwriters Laboratories Canada

ULS – Ultimate Limit State

UPS – Uninterruptible Power Source

URW – Utility Right of Way

UTC – Coordinated Universal Time

VC – Vital Controller

VDV – Verband Deutscher Verkehrsunternehmen

VFD – Variable Frequency Drive

VLD – Voltage Limiting Device

VLT – Visible Light Transmittance

VMS – Variable Message Sign

WASS – Water and Sewer Service

WCB – Workers Compensation Board

WEM – West Edmonton Mall

WSP – Wheel Slide Protection

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