

THE CITY OF EDMONTON
PROJECT AGREEMENT
VALLEY LINE WEST LRT

Schedule 7
Performance Demonstration Requirements

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SCHEDULE 7

PERFORMANCE DEMONSTRATION REQUIREMENTS

1. INTRODUCTION

1.1 Scope of Schedule

This Schedule sets out Project Co's obligations to verify and ensure the Infrastructure reliability and availability for revenue service through an Infrastructure Performance Demonstration Period. The Infrastructure Performance Demonstration Period shall commence on the Infrastructure Performance Demonstration Commencement Date whether or not the Stage 2 LRVs have been delivered and commissioned. All Events will be tracked and any such Event which is not due to a Non-Chargeable Cause and that is a result of any failure, or combination of failures, of the Infrastructure, in whole or in part, shall be resolved by Project Co for the purposes of the completion of the Infrastructure Performance Demonstration Period.

1.2 Definitions

- (a) **"Certificate of Infrastructure Performance Demonstration Completion"** has the meaning given in Section 4.4 [*Certificate of Infrastructure Performance Demonstration Completion*] of this Schedule 7.
- (b) **"Chargeable Failure"** means any failure, or combination of failures, of the Infrastructure, in whole or in part, which results in:
 - (i) the occurrence of a Service Affecting Event; or
 - (ii) the cumulative occurrence of three (3) Non-Service Affecting Events other than by reason of a Non-Chargeable Cause.
- (c) **"Completion of Infrastructure Performance Demonstration"** means that all the conditions precedent to Completion of Infrastructure Performance Demonstration specified in Section 4 [*Completion of Infrastructure Performance Demonstration*] of this Schedule 7 that have not been waived by the City, have been achieved, as certified by the IPDC.
- (d) **"Dwell Time"** means the amount of time a Train is stationary at a Station or Stop, inclusive of doors opening and doors closing to allow Passengers to board or alight the Train.
- (e) **"Event"** means Service Affecting Event or Non-Service Affecting Event.
- (f) **"Failure Reports"** has the meaning given in Section 3.4 [*Infrastructure Performance Demonstration Reporting*] of this Schedule 7.
- (g) **"Final Infrastructure Performance Demonstration Monitoring Report"** has the meaning given in Section 3.4 [*Performance Demonstration Reporting*] of this Schedule 7.
- (h) **"Infrastructure Performance Demonstration"** means the verification of Infrastructure reliability and availability for revenue service pursuant to and in accordance with this Schedule 7.
- (i) **"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*].

- (j) **“Infrastructure Performance Demonstration Commencement Date”** means the earlier of:
 - (i) the Service Readiness Date;
 - (ii) the date which is 180 days following the Construction Completion Date.
- (k) **“Infrastructure Performance Demonstration Longstop Date”** means the date which is 60 months following the Infrastructure Performance Demonstration Commencement Date.
- (l) **“Infrastructure Performance Demonstration Monitoring Plan”** has the meaning given in Section 3.3 [*Performance Demonstration Monitoring Plan*] of this Schedule 7.
- (m) **“Infrastructure Performance Demonstration Monitoring Reports”** has the meaning given in Section 3.4 [*Performance Demonstration Reporting*] of this Schedule 7.
- (n) **“Infrastructure Performance Demonstration Period”** means the period of time following the Infrastructure Performance Demonstration Commencement Date during which Infrastructure Performance Demonstration is undertaken.
- (o) **“LRV Performance Demonstration”** means the process established pursuant to the LRV Supply Agreement to verify Stage 2 LRV reliability and availability for revenue service.
- (p) **“LRV Performance Demonstration Period”** means the period of time following the Service Readiness Date during which LRV Performance Demonstration is undertaken.
- (q) Not used.
- (r) **“Non-Chargeable Cause”** means:
 - (i) a secondary failure, a failure occurrence in equipment of another subsystem due to the primary failure;
 - (ii) a failure of the Operator to:
 - (A) perform the recommended maintenance set out in the Operating and Maintenance Manual; and
 - (B) operate the System as set out in the Operating and Maintenance Manual;
 - (iii) vandalism or physical mistreatment at a human interface;
 - (iv) an action or order issued by the City or Operator, including:
 - (A) slowing down, re-routing or stopping an LRV from its schedule;
 - (B) closing or partially closing a Station or Stop; and
 - (C) any action or orders resulting from an emergency;

- (v) in relation to Passengers:
 - (A) Passenger requests for emergency stops;
 - (B) sick or injured Passengers requiring medical attention; or
 - (C) attendance of the Operator or Emergency Services to respond to Passenger actions;
 - (vi) any blockage of the Trackway, including intersections, caused by a pedestrian, road vehicle, vehicle loads (including spillages) or other object;
 - (vii) a complete failure of an EPCOR substation that feeds multiple TPSSs;
 - (viii) blockage of Trackway due to ponding exceeding the allowable limits as stated in Section 3-5.5.2 A.4 [*Flood Mitigation of Trackway*] at those locations identified in Section 3-5.5.2 A.3 [*Flood Mitigation of Trackway*] of Schedule 5 [*D&C Performance Requirements*] Part 3 [*Civil*];
 - (ix) a failure or Deficiency directly attributable to an LRV; and
 - (x) a failure where the root cause cannot be determined.
- (s) **"Non-Chargeable Failure"** means a failure which causes an Event due to a Non-Chargeable Cause.
- (t) **"Non-Service Affecting Event"** means a failure or incident that degrades elements of the Infrastructure's performance to an extent less than that of a Service Affecting Event, and which impacts third parties or affects Passengers' ability to use the Infrastructure. At a minimum this includes:
- (i) any inability of Passengers to safely have access to or egress from a Train over between 10 and 49% of the Platform length;
 - (ii) a Deficiency that causes an escalator not to function;
 - (iii) interruption to CCTV camera coverage of any part of a Platform, the Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility;
 - (iv) outage of an Emergency Alarm Station;
 - (v) malfunction of all Public Address speakers at one or more Stops or Stations, the Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility;
 - (vi) malfunction of all VMS displays at one or more Stops or Stations;
 - (vii) outage of greater than 20% of lights at one Stop or one Station;
 - (viii) outage of multiple TVMs or Validators at one Stop or Station due to failure of the TVM Fibre Pair; and
 - (ix) not used
 - (x) not used;

- (xi) not used
- (u) **“PDC Parties”** means the City, the LRV Supplier, Project Co, the Operator and the IPDC and “PDC Party” means any one of them.
- (v) **“Performance Demonstration”** means either or both of Infrastructure Performance Demonstration and LRV Performance Demonstration.
- (w) **“Performance Demonstration Committee”** means the performance demonstration committee established pursuant to Schedule 6 [*Interface Agreement*].
- (x) **“Performance Demonstration Period”** means the Infrastructure Performance Demonstration Period and the LRV Performance Demonstration Period collectively.
- (y) **“Service Affecting Event”** means:
 - (i) a Train Delay;
 - (ii) a Deficiency that causes an elevator not to function;
 - (iii) any inability of Passengers to safely have access to or egress from a Train over at least 50% of the Platform length;
 - (iv) not used;
 - (v) not used;
 - (vi) a CCTV System failure leaving one or more Stops or Stations without coverage;
 - (vii) a CCTV System failure leaving more than 50% of Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility without coverage;
 - (viii) a fire alarm failure or Hazard which would adversely affect fire-fighting or evacuation procedures at a Station, the Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility;
 - (ix) outage of multiple TVMs or Validators at more than one Stop or Station due to failure of the TVM Fibre Pair;
 - (x) a non-compliance with the settlement requirements in Section 3-1.1.5.1 [*Trackway – General*] of Schedule 5 [*Design & Construction Performance Requirements*] Part 3 [*Civil*];
 - (xi) a non-compliance with the temperature requirements for Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility in Schedule 5 [*Design & Construction Performance Requirements*] Part 6-1.10.3.4 [*Maintenance and Storage Facility Specific HVAC Design Requirements*];
 - (xii) a Deficiency of the drainage system within the Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility that impedes Train movements within the facility or ability of personnel to operate within the facility;
 - (xiii) a loss of voice and data system in the Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility for a period that exceeds one hour;

- (xiv) a loss of the security and alarm system required by Schedule 5 [*Design & Construction Performance Requirements*] Part 6 [*Systems*] Section 1-6.15 [*Security and Alarm System*] at a Station, the Gerry Wright OMF Stage 2 or Lewis Farms Storage Facility that restricts access;
- (xv) a loss of the security and alarm system required by Schedule 5 [*Design & Construction Performance Requirements*] Part 6 [*Systems*] Section 1-6.15 [*Security and Alarm System*] for a period not exceeding 2 hours;
- (xvi) a loss of the equipment noted in Table 1.2.1 [*Maintenance and Storage Facilities critical equipment list and outage periods*] to a degree that limits intended service function below hazardous if called upon and below occupational health and safety requirements; and

Table 1.2.1: Maintenance and Storage Facilities Critical Equipment List

Area	Equipment/Component	Reference from Schedule 5 [<i>Design & Construction Performance Requirements</i>] Part 8 [<i>Maintenance and Storage Facilities</i>]
Shop Spaces		
Battery Room	Floor drain with an acid neutralization basin	Section 8-2.6.5.9B.1 [<i>Battery Room</i>]
	Emergency shower / eye wash facility	Section 8-2.6.5.9B.2 [<i>Battery Room</i>]
	Hydrogen detection equipment	Section 8-2.6.5.9B.6 [<i>Battery Room</i>]
Hazardous Material and Waste Oil Storage Room	Emergency shower / eye wash facility	Section 8-2.6.5.11B.3 [<i>Hazardous Material and Waste Oil Storage Room</i>]
Lube and Oil Storage Room	Eye wash facilities	Section 8-2.6.5.12B.3 [<i>Lube and Oil Storage Room</i>]
Paint Mixing and Storage	Eye wash facilities	Section 8-2.6.4.9B.3 [<i>Paint Mixing and Storage</i>]

- (xvii) A Deficiency causing the loss of availability of the equipment in Table 1.2.2 [*Maintenance and Storage Facilities equipment list and outage periods*] for a period of time exceeding the allowable downtime from time of notification of the issue..

Table 1.2.2: Maintenance and Storage Facilities Equipment List and Allowable Downtime

Area	Equipment/Component	Allowable Downtime	Reference from Schedule 5 [Design & Construction Performance Requirements] Part 8 [Maintenance and Storage Facilities]
LRV Maintenance Area			
Light Maintenance/Inspection Area	Service lift	12 hours	Section 8-2.6.4.2B.2 [<i>Light Maintenance/Inspection Area</i>]
	Monorail crane	24 hours	Section 8-2.6.4.2B.3 [<i>Light Maintenance/Inspection Area</i>]
Heavy Maintenance and Repair Area	Overhead bridge crane	24 hours	Section 8-2.6.4.3B [<i>Heavy Maintenance and Repair Area</i>]
	In-ground body lifts	24 hours	Section 8-2.6.4.3C.1 [<i>Heavy Maintenance and Repair Area</i>]
	In-ground bogie lifts	24 hours	Section 8-2.6.4.3C.2 [<i>Heavy Maintenance and Repair Area</i>]
	In-track turntable	24 hours	Section 8-2.6.4.3D [<i>Heavy Maintenance and Repair Area</i>]
Body Shop	Monorail crane	24 hours	Section 8-2.6.4.6B.4 [<i>Body Shop Area</i>]
Blowdown Area	Water heating and pressurizing equipment	24 hours	Section 8-2.6.4.11A.2 [<i>Blowdown Area</i>]
	Power and control equipment	24 hours	Section 8-2.6.4.11A.4 [<i>Blowdown Area</i>]
	Storage tanks	24 hours	Section 8-2.6.4.11A.9 [<i>Blowdown Area</i>]
	Pumps	24 hours	Section 8-2.6.4.11A.2 [<i>Blowdown Area</i>]
	Wastewater treatment equipment	24 hours	Section 8-2.6.4.11A.2 [<i>Blowdown Area</i>]
	Compressed air	24 hours	Section 8-2.6.4.11A.5 [<i>Blowdown Area</i>]

Area	Equipment/Component	Allowable Downtime	Reference from Schedule 5 [Design & Construction Performance Requirements] Part 8 [Maintenance and Storage Facilities]
Shop Spaces			
Bogie Shop	In-track turntable	24 hours	Section 8-2.6.5.1C.2 [Bogie Shop]
	Compressed air	8 hours	Section 8-2.6.5.1C.5 [Bogie Shop]
HVAC Shop	Compressed air	8 hours	Section 8-2.6.5.2B.1 [HVAC Shop]
	Monorail crane	24 hours	Section 8-2.6.5.2B.2 [HVAC Shop]
	Refrigerant reclamation system	12 hours	Section 8-2.6.5.2B.4 [HVAC Shop]
Pantograph Shop	Compressed air	8 hours	Section 8-2.6.5.3B.1 [Pantograph Shop]
General Repair Shop	Compressed air	8 hours	Section 8-2.6.5.4B.1 [General Repair Shop]
Brake Shop	Compressed air	8 hours	Section 8-2.6.5.5B.1 [Brake Shop]
Traction Power Bench Test Shop	Compressed air	8 hours	Section 8-2.6.5.6B.1 [Traction Power Bench Test/APU Shop]
Machine/Sheet Metal Shop	Compressed air	8 hours	Section 8-2.6.5.7B.1 [Machine/Sheet Metal Shop]
Electronics/Electric Components Shop	Compressed air	8 hours	Section 8-2.6.5.8B.2 [Electronics/Electric Components Shop]
Parts Storage Room	Monorail crane	24 hours	Section 8-2.6.5.10B.3 [Parts Storage Room]

(z) **“Train Delay”** means:

- (i) an individual revenue Train or multiple revenue Trains delay exceeding more than ten (10) minutes at any point on the Infrastructure;
- (ii) cancellation of a revenue Train either at its original terminus or enroute;
- (iii) rerouting of a revenue Train; or

(iv) a reduction in Train consist size.

(aa) “**Travel Time**” means the difference between the time of departure at either 102 Street Stop or Lewis Farms Stop and the time of arrival at Lewis Farms Stop or 102 Street Stop respectively, measured from LRV door locking to LRV door unlocking.

2. GENERAL

2.1 General Responsibilities

- (a) During the Infrastructure Performance Demonstration Period, Project Co shall:
- (i) identify and report any failures and incidents attributable to the Infrastructure;
 - (ii) not used:
 - (A) Not used;
 - (B) Not used;
 - (C) Not used.
 - (iii) provide all personnel and equipment necessary or required to conduct such monitoring activities where the required information cannot be obtained from Infrastructure sub-systems which will feed into the future ICS.
 - (iv) allow the City to witness any monitoring activities undertaken pursuant to Section 3 [*Infrastructure Performance Demonstration*] during the Infrastructure Performance Demonstration Period and keep an up to date activity schedule for the City's information.
 - (v) appoint a representative to the Performance Demonstration Committee.
- (b) As between the City and Project Co, during Infrastructure Performance Demonstration, the City shall, or shall cause Operator to:
- (i) operate the Valley Line LRT in passenger service and perform Maintenance of the Infrastructure;
 - (ii) record on-time performance;
 - (iii) identify all Train Delays and make the initial identification of the underlying root cause;
 - (iv) provide information from the ICS that is relevant to any failure or incident and is necessary to determine the underlying root cause; and
 - (v) identify and report to the members of the Performance Demonstration Committee any failures and incidents.

- (c) As between Project Co and the City, during the Infrastructure Performance Demonstration, the City shall, or cause the LRV Supplier or Other Contractor as the City may designate (in its discretion) to:
 - (i) Not used;
 - (ii) Not used;
 - (iii) Not used;
 - (iv) identify and report to the members of the Performance Demonstration Committee any failures and incidents.
- (d) Pursuant to the IPDC Agreement, the IPDC will be responsible to:
 - (i) chair the Performance Demonstration Committee; and
 - (ii) assign the underlying root causes of failures to the appropriate PDC Party based on the information provided by all PDC Parties to the Performance Demonstration Committee.

3. INFRASTRUCTURE PERFORMANCE DEMONSTRATION

3.1 Performance Demonstration Committee

Project Co and the City acknowledge that the Performance Demonstration Committee shall be established pursuant to and in accordance with the Interface Agreement.

3.2 Infrastructure Performance Demonstration Period

- (a) The Infrastructure Performance Demonstration Period shall commence on the Infrastructure Performance Demonstration Commencement Date and shall continue for a period of:
 - (i) not less than twelve (12) months; and
 - (ii) not more than sixty (60) months.
- (b) One or more Chargeable Failures during Infrastructure Performance Demonstration may result in the extension of the Infrastructure Performance Demonstration Period as follows:
 - (i) the accumulation of nine (9) Chargeable Failures shall result in the Infrastructure Performance Demonstration Period being extended by a twelve (12) month period from the date of the latest Chargeable Failure; or
 - (ii) the accumulation of five (5) Chargeable Failures within any consecutive six (6) month period shall result in the Infrastructure Performance Demonstration Period being extended by a twelve (12) month period from the date of the latest Chargeable Failure.

3.3 Infrastructure Performance Demonstration Monitoring Plan

Concurrently with submission of the Commissioning Plan, Project Co shall prepare and submit to the City a plan (the "**Infrastructure Performance Demonstration Monitoring Plan**") that shall set out:

- (a) a description of the Equipment to be monitored, monitoring equipment, and Chargeable Failure accounting method;
- (b) the criteria for starting and stopping the monitoring activities at each location;
- (c) the duration of the monitoring activity;
- (d) the procedures for recording and tracking failures, and for determining the relevance of all incidents in relation to Infrastructure Performance Demonstration;
- (e) the procedures for recording, analyzing and correcting any failures which occur during the Infrastructure Performance Demonstration Period;
- (f) the impact of interruptions, beyond the control of Project Co, on monitoring activities;
- (g) the reporting methods and format for each monitoring;
- (h) the Failure Report form template;
- (i) Project Co's staffing commitments; and
- (j) staffing and other requirements expected of the City, Operator, or any other stakeholders.
- (k) not used.

As part of the Infrastructure Performance Demonstration Monitoring Plan, all Equipment shall be tracked continuously throughout the Infrastructure Performance Demonstration Period until the required operating history of all Equipment is demonstrated.

3.4 Infrastructure Performance Demonstration Reporting

- (a) Project Co shall:
 - (i) not later than five (5) Business Days following the end of each month during the Infrastructure Performance Demonstration Period, prepare and submit to the members of the Performance Demonstration Committee monthly summary reports (the "**Infrastructure Performance Demonstration Monitoring Reports**") which shall detail the status of each monitoring activity, the number of Chargeable Failures, Service Affecting Events and Non-Service Affecting Events, (both since the previous report and cumulatively to date), calculations of reliability and availability figures, (including mean distance and mean time statistical analysis as related to the RAM Program), and a table showing the disposition of relevant all incidents and failures to date (i.e. whether agreed as Chargeable Failures, Non-Chargeable Events, Service Affecting Events, Non-Service Affecting Failures, or still undetermined).
 - (ii) within two (2) months of the successful completion of the Infrastructure Performance Demonstration Period, prepare and submit to the members of the Performance Demonstration Committee a final Infrastructure Performance Demonstration Monitoring Report, (the "**Final Infrastructure Performance**

Demonstration Monitoring Report") showing calculations of mean time and mean distance statistics. In the event that the Infrastructure Performance Demonstration has taken more than twelve (12) months in the aggregate, the Final Infrastructure Performance Demonstration Monitoring Report shall provide calculations of mean time and mean distance statistics for the final twelve (12) months of Infrastructure Performance Demonstration and shall show the disposition of all relevant incidents and failures.

- (iii) prepare and submit to the members of the Performance Demonstration Committee a report (a "**Failure Report**") for each individual Service Affecting Event and Non-Service Affecting Event (that is not a Non-Chargeable Failure and that is the result of a failure, or a combination of failures, of the Infrastructure, in whole or in part) that occurs during the Infrastructure Performance Demonstration Period using the Failure Report form contained in the Infrastructure Performance Demonstration Monitoring Plan. Each Failure Report shall be submitted by Project Co within five (5) Business Days of being informed or otherwise becoming aware of the occurrence of the relevant incident or failure and shall:
 - (A) identify the individual best qualified to explain the cause of the incident/failure. Such individual shall typically be a member of Project Co's staff;
 - (B) provide an explanation of the cause of the incident/failure;
 - (C) recommend a Corrective Action, if any;
 - (D) contain routine information including date, description and physical location of incident or failure, site or vehicle identification and part number;
 - (E) identify Train speed, operational settings and direction, if applicable;
 - (F) include any Train Delay as identified by the Operator; and
 - (G) classify the incident or failure as a non-Chargeable Failure, a Service Affecting Event or a Non-Service Affecting Event;
- (b) Pursuant to the Interface Agreement, the Infrastructure Performance Demonstration Monitoring Reports shall be reviewed by the Performance Demonstration Committee.
- (c) The City may at any time exercise its rights pursuant to Section 12.6 of the Agreement to inspect and audit the Infrastructure Performance Demonstration Monitoring Reports, including all logs, books and records produced in respect of or relating to the Infrastructure Performance Demonstration.
- (d) If the City disputes any aspect of an Infrastructure Performance Demonstration Monitoring Report, the City shall notify Project Co in writing, within ten (10) days of the later of submission of such report by Project Co pursuant to Section 3.4(a) or completion of the audit by the City of an Infrastructure Performance Demonstration Monitoring Report pursuant to Section 3.4(c) of this Schedule 7 [*Performance Demonstration Requirements*], of that part or aspect of the report which the City disputes. Any such dispute shall be referred to the IPDC for resolution which determination shall be final and binding on the City and Project Co.

- 3.5 Not used
- 3.6 Not used
- 3.7 Not Used
- 3.8 Not used

4. COMPLETION OF INFRASTRUCTURE PERFORMANCE DEMONSTRATION

4.1 Conditions Precedent to Completion of Infrastructure Performance Demonstration

Completion of Infrastructure Performance Demonstration shall only be achieved if, at the time of certification, the following conditions precedent have been satisfied:

- (a) the Infrastructure Performance Demonstration Period has continued for a consecutive period of not less than twelve (12) months without having been required to be extended pursuant to Section 3.2 [*Infrastructure Performance Demonstration Period*] of this Schedule 7; and
- (b) Project Co has complied with the requirements of Schedule 7, including the submission of Infrastructure Performance Demonstration Monitoring Reports and Failure Reports.

4.2 Application for Certificate of Infrastructure Performance Demonstration Completion

If Project Co considers that it has achieved the requirements for Completion of Infrastructure Performance Demonstration to Section 4.1 [*Conditions Precedent to Completion of Infrastructure Performance Demonstration*] of this Schedule, Project Co may apply to the IPDC for the Certificate of Infrastructure Performance Demonstration Completion.

4.3 Review by the IPDC

Upon delivery by Project Co and the City to the IPDC of:

- (a) an application for a Certificate of Infrastructure Performance Demonstration Completion pursuant to Section 4.2 [*Application for Certificate of Infrastructure Performance Demonstration Completion*] of this Schedule; and
- (b) all relevant supporting documentation in accordance with this Schedule 7 to confirm that all conditions precedent prescribed in Section 4.1 [*Conditions Precedent to Completion of Infrastructure Performance Demonstration*] of this Schedule have been satisfied,

the City and Project Co shall cause the IPDC to review all such supporting documentation to determine whether all conditions precedent prescribed in Section 4.1 [*Conditions Precedent to Completion of Infrastructure Performance Demonstration*] of this Schedule have been satisfied.

4.4 Certification of Infrastructure Performance Demonstration Completion

No longer than ten (10) Business Days after the submission of the documents pursuant to Section 4.3 [*Review by the IPDC*], the City and Project Co shall cause the IPDC to either:

- (a) issue the Certificate of Infrastructure Performance Demonstration Completion, (the "**Certificate of Infrastructure Performance Demonstration Completion**"), stating the date, to Project Co; or

- (b) notify Project Co of its decision not to issue the Certificate of Infrastructure Performance Demonstration Completion and state the reasons in detail for such decision.

Any dispute in connection with or arising out of failure of the IPDC to issue the Certificate of Infrastructure Performance Demonstration Completion shall, unless otherwise agreed in writing by the Parties, be resolved in accordance with Schedule 20 *[Dispute Resolution Procedure]*.

4.5 Completion of Further Measures for Infrastructure Performance Demonstration Completion

In the event the IPDC delivers a notice under Section 4.4(b) of this Schedule, subject to Section 3.2(a) of this Schedule 7, Project Co may at any time thereafter submit such additional documentation as necessary or appropriate to remove the cause of the IPDC's refusal to issue the Certificate of Infrastructure Performance Demonstration Completion. Upon submission of such additional documentation, the City and Project Co shall cause the IPDC to review such documentation and the provisions of Section 4.4 *[Certification of Infrastructure Performance Demonstration Completion]* and this Section 4.5 *[Completion of Further Measures for Infrastructure Performance Demonstration Completion]* shall thereafter apply to additional documentation *mutatis mutandis*.

4.6 No Limitation

The issuance of the Certificate of Infrastructure Performance Demonstration Completion shall be without prejudice to, and shall not in any way limit, the rights and obligations of the Parties under and in accordance with the Agreement.

4.7 Failure to Achieve Infrastructure Performance Demonstration Completion

In the event that Project Co fails to achieve Infrastructure Performance Demonstration Completion by the Infrastructure Performance Demonstration Longstop Date, then Project Co shall pay to the City as liquidated damages in respect of damages suffered and costs incurred by the City related to Project Co's failure to perform its obligations set out in this Schedule 7 *[Performance Demonstration Requirements]*, including the obligation to achieve Infrastructure Performance Demonstration Completion by the Infrastructure Performance Demonstration Longstop Date, the entire sum remaining secured by the Performance Letter of Credit and the City shall be entitled to draw on the Performance Letter of Credit to the full extent of such letter of credit in accordance with the provisions of Section 21.4 *[Performance Letter of Credit]* of the Agreement in full satisfaction of such liability. Project Co and the City acknowledge and agree that such liquidated damages are not a penalty but a genuine pre-estimate of the damages suffered by the City as a result of Project Co failing to perform its obligations set out in this Schedule 7 *[Performance Demonstration Requirements]* and to achieve Infrastructure Performance Demonstration Completion by the Infrastructure Performance Demonstration Longstop Date.

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