

Stage 2 O-Train Confederation Line Extension Project

Project Agreement

Overview of the Structure and Content

The Project Agreement is the primary agreement between the City and the Design Build Company, East West Connectors GP (“**DB Co**”), setting out the terms and conditions upon which DB Co shall carry out and perform the activities within the scope of the Stage 2 Confederation Line Extensions Light Rail Transit Project (“**Confederation Line Project**”). DB Co must design, construct, supply, test, commission and finance the Confederation Line Project and must complete the related civic works in accordance with the Project Agreement.

This document is intended to be a summary of the material terms in the Project Agreement, but does not describe all the terms of the Project Agreement. In the event of any inconsistency between the description of the material terms in this document and those in the Project Agreement, the terms of the Project Agreement will prevail.

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Material Term	Description
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<p>Project Scope</p>	<p>The Project Agreement for the Confederation Line Project defines the project scope as follows, including, but not limited to, the following examples, in accordance with prescribed specifications:</p> <ul style="list-style-type: none"> • the design, construction, installation, testing, commissioning and completion of extensions to the existing Confederation Line, including: <ul style="list-style-type: none"> ○ extensions west from the Tunney’s Pasture station to the Baseline and Moodie stations; and ○ an extension east from the Blair station to the Trim station, together with certain other works in relation thereto. <p>The Confederation Line East Extension will expand the Stage 1 system of the Confederation Line from its present terminus at Blair Station to the proposed Trim Road Station. This portion of the Project includes the following:</p> <ul style="list-style-type: none"> • Approximately 12.5 km of new LRT track from Blair Road to Trim Road. • 5 new stations at the Montreal Road, Jeanne d’Arc, Orleans Boulevard, Place d’Orléans, and Trim Road locations. • Protection for future stations at Gloucester High School, Orléans Town Centre and Tenth Line Road • the following new Structures: <ul style="list-style-type: none"> ○ A new bridge structure to carry the LRT from the north side of OR 174 to the median, east of Blair Road; ○ A new bridge structure for the Montreal Road Station in OR 174 median above Montreal Road; ○ Replacement of both OR 174 road bridge structures at Montreal Road; and ○ Culvert replacements/rehabilitations along OR 174 and ramps • The following Roadwork: <ul style="list-style-type: none"> ○ Widening of OR 174 at Montreal Road to accommodate new Montreal Road Station structure in median; ○ Reconfiguration of OR 174/Montreal Road interchange ramps to accommodate widening; ○ Reconfiguration of westbound ramps at Jeanne d’Arc Boulevard to accommodate station entrance requirements; and ○ Widening of the OR 174 median from east of Blair Road to east of Montreal Road to accommodate median LRT as well as some localized median widening at some station locations
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The Confederation Line West extension will expand the Stage 1 system from its present terminus at Tunney's Pasture Station west to Moodie Station and Baseline Station. This portion of the Project includes the following:

- Approximately 14.5 km of new LRT track overall; with approximately 12.0 km of new LRT track from Tunney's Pasture Station to Moodie Station; and an additional 2.5 km of new LRT track to Baseline Station.
- 11 new Stations at Westboro, Dominion, Cleary, New Orchard, Lincoln Fields, Queensview, Pinecrest, Bayshore, Moodie, Iris, and Baseline locations.
- The following new Structures:
 - New structure to carry vehicular traffic on Goldenrod Road over the LRT at Tunney's Pasture Station;
 - New structure to carry vehicular traffic on Sir John A. Macdonald over Churchill Ave pathway;
 - structure to carry vehicular traffic on Sir John A. Macdonald over pathway connecting to Cleary Station;
 - New Structure to carry vehicular traffic on Carling Ave over LRT;
 - New structure to carry pedestrian traffic over existing SJAM and LRT;
 - New structure to carry west bound Moodie LRT line over south bound Baseline LRT line as well as Pinecrest Creek and Multi-Use Pathway ;
 - New structure to carry vehicular traffic on Iris St over LRT;
 - New structure to carry pedestrian traffic over College Ave between Algonquin Centre for Construction Excellence building and Baseline Station;
 - New structure to carry pedestrian traffic over HWY 417 to Queensview Station;
 - New structure to carry vehicular traffic on S-W ramp at Pinecrest Road interchange over LRT;
 - New structure to carry vehicular traffic on Pinecrest Road over LRT;
 - New Structure to carry LRT over Holly Acres Road;
 - New structure to carry vehicular traffic on S-W ramp at Moodie Drive interchange over LRT;
 - New structure to carry vehicular traffic on Moodie Drive over LRT; and
 - New structure to carry vehicular traffic on N-W ramp at Moodie Drive interchange over LRT
- Cut and cover tunnel elements at the following locations:
 - New LRT tunnel that commences at east portal adjacent to Rochester Field and emerges at west portal located between Richmond Road and Lincoln Fields Station. The tunnel traverses

	<p>underneath the SJAM, Richmond Road and Byron Linear Park with direct connection to two underground stations; Cleary and New Orchard Station. Approximate length 2,900m;</p> <ul style="list-style-type: none"> ○ New LRT tunnel that traverses under Connaught Avenue Approximate length 380m; and ○ New LRT tunnel that traverses under HWY 417 E-NS Pinecrest Road Ramp. Approximate length 100m <ul style="list-style-type: none"> ● The following Roadwork <ul style="list-style-type: none"> ○ construction of “Complete Street Designs” between Redwood Avenue and Edgeworth Avenue; ○ Realignment of the SJAM Parkway between Dominion Station and Cleary Avenue; ○ Reconfiguration of the Hwy 417/Pinecrest Road Interchange ramp; and ○ General roadwork on Iris Street and Carling Avenue ● the construction of a new operational, maintenance, and administrative building at the Moodie LMSF location; and ● the construction of a new Woodroffe water pond.
<p>General City Responsibilities</p>	<p>The City shall, at its own cost and risk, perform a number of responsibilities related to the Confederation Line Project, including, but not limited to, the following examples:</p> <ul style="list-style-type: none"> ● obtain, maintain and, as applicable, renew the City permits, licences, approvals and agreements which may be required for the performance of the works; ● comply with all City permits, licences, approvals and agreements, in accordance with their terms, and other permits, licences, approvals and authorizations to the extent obligations thereunder attributable to the City are within the actual knowledge of the City and are not otherwise required be undertaken or assumed by DB Co; and ● take reasonable steps to minimize undue interference with the provision of the works by DB Co or any DB Co party and cause all the City parties to do the same; ● take commercially reasonable steps to facilitate access for DB Co to highway corridor lands reasonably required to perform the construction activities if shown by DB Co to be required; ● bear responsibility for all designations, assumptions, road closures, transfers and any other applicable requirements relating to any DB Co permits, licences, approvals and agreements which can only be effected by the City pursuant to the <i>Municipal Act, 2001</i> (Ontario), subject to: <ul style="list-style-type: none"> ○ the receipt of the required consent(s); and ○ DB Co providing any information that the City may request.

<p>General DB Co Responsibilities</p>	<p>DB Co shall, at its own cost and risk, perform a number of responsibilities related to the Confederation Line Project, including, but not limited to, the following examples:</p> <ul style="list-style-type: none"> • perform all activities within the scope of the project in compliance with all of the terms of the Project Agreement and all applicable law, permits, licences, approvals and authorizations. • perform all activities within the scope of the project in a timely and professional manner satisfying all applicable output specifications, in accordance with good industry practice and with due regard to the health and safety of persons and property; • perform all activities within the scope of the project in a manner consistent with integrated systems management, and which will not impair the ability of the City, any City party or any government entity to comply with applicable law nor perform its governmental activities; • coordinate with the City all construction activities relating to existing infrastructure and Stage 1 connection infrastructure owned by the City or the Ministry of Transportation of Ontario (“MTO”) and the new MTO infrastructure so as to minimize the impact of construction activities on City or MTO operations and services provided to the public; • enter into any utility agreements that may be required by utility companies to complete the works; • notify the City of receipt or notice of, and provide the City with copies of any correspondence received in relation to, any incident report, investigation report or similar correspondence issued by the Ministry of Labour or any other governmental authority in respect of the works; and • comply, and cause all relevant DB Co parties to comply, with all written directions issued by or on behalf of the City (or any respective designate appointed) from time to time. <p>In addition to the above, DB Co and DB Co parties must collectively warrant to the City that they have extensive experience and are knowledgeable in the design and construction of infrastructure and facilities similar to the those included in the scope of the project in scale, scope, type and complexity, and have the required ability, experience, skill and capacity to perform the works in a timely and professional manner as set out in the Project Agreement.</p>
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<p>Interface Agreement with RTG</p>	<p>On the execution and delivery of this Project Agreement, the parties shall, and the City shall cause RTG to, execute and deliver the Interface Agreement, provided that the Interface Agreement shall be held in escrow until released by notice delivered by the City to DB Co.</p> <p>The Interface Agreement is intended to (a) provide a direct route of recovery for certain specified losses that may be incurred in relation to the Confederation Line Project; and (b) cooperate and provide specific procedures to regulate and integrate the conduct of certain of their activities in respect of the new City infrastructure so as to meet their respective obligations under the Project Agreement and the RTG Project Agreement.</p>
<p>Works Committee</p>	<p>A works committee will be established composed of representatives from and appointed by the City and DB Co. The works committee shall assist the City and DB Co by promoting cooperative and effective communication with respect to matters related to the design and construction works. The works committee shall operate only until the later of the east final completion date and west final completion date. The works committee has broad responsibility to consider and deal with safety and security issues as they relate to all aspects of the design and construction of the Confederation Line Project.</p>
<p>Integrated Management System</p>	<p>DB Co shall develop and implement an integrated management system to ensure that all DB Co parties perform the works, as applicable, as a fully integrated team, in order to meet the requirements of the Project Agreement. DB Co is solely responsible for the quality of the works, protection of the environment and worker and public health and safety in each case to the extent connected to or impacted by the works.</p>
<p>Naming and Signage</p>	<p>The City and the applicable owners of the new MTO infrastructure and the existing infrastructure reserve and retain:</p> <ul style="list-style-type: none"> • all rights to designate the name for the new City infrastructure, the new MTO infrastructure and the existing infrastructure, and any part thereof, and to retain all revenues derived from the sponsorship of such names; • all rights to signage in relation to the new City infrastructure, the new MTO infrastructure and the existing infrastructure; and • all rights, trade-marks, naming or branding regarding the new City infrastructure, the new MTO infrastructure and the existing infrastructure. <p>DB Co, DB Co parties and the relevant lenders may, for the period prior to substantial completion of the project, erect and maintain signage at or on the Confederation Line lands or system (which may include such parties' logos and trade names) identifying their respective roles in connection with the development and construction of the project. The City may require the prompt removal of such signage at any time whatsoever.</p>

<p>Contamination</p>	<p>At all times prior to the substantial completion date, DB Co shall be responsible for managing, remediating and/or removing any existing contamination located on, in or under the site which was described in or properly inferable, readily apparent or readily discoverable from advanced environmental reports and geotechnical data reports made available to DB Co by the City.</p> <p>DB Co shall have no responsibility for any contamination that is migrating to or from the lands, except:</p> <ul style="list-style-type: none"> • to the extent that DB Co or any DB Co party released such contamination in a manner which does not comply with applicable law; or • DB Co or any DB Co party is causing the migration of existing contamination. <p>DB Co shall be responsible for removing or remediating:</p> <ul style="list-style-type: none"> • any contamination which DB Co or any DB Co party causes or permits to be released in a manner which does not comply with applicable law or which causes a risk to human health or the environment; or • any existing contamination which was harmless or stored, contained or otherwise dealt with in accordance with applicable law which DB Co or any DB Co party causes or permits to be released in a manner which does not comply with applicable law or which causes a risk to human health or the environment. <p>DB Co shall also be responsible for all direct losses associated with the releases of contamination or existing contamination described above.</p>
<p>Items of Geological, Historical or Archaeological Interest or Value</p>	<p>All fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites, which may be found on or at the project lands are or shall be the sole and absolute property and responsibility of the City or the owner of the relevant property, as applicable, and the City or relevant owner is responsible for the same unless they were described in or were properly inferable, readily apparent or discernible from the background information, in which case DB Co is responsible for them.</p>
<p>Species-at-Risk</p>	<p>The City shall be responsible for any species-at-risk which may be found on, in or at the site, except for any species-at-risk described in the environmental assessments.</p>

<p>Defective Works</p>	<p>a) <u>Construction Defects</u></p> <p>Prior to the substantial completion of both the Confederation Line east extension and the Confederation Line west extension, save with respect to possible minor deficiencies, DB Co shall promptly make good any construction defects in respect of the east and west works, whether or not such construction defect has been incorporated into the new City infrastructure and whether or not the construction defect is the result of poor workmanship, use of defective products or equipment or damage through carelessness or other act or omission of DB Co. The correction of such construction defects shall be at DB Co's sole cost and expense.</p> <p>The same applies regarding any construction defects in respect of the highway works prior to the applicable handover, as well as regarding any construction defects in respect of remaining works prior to the final completion of the Confederation Line west extension. In the event DB Co is required to correct a construction defect, it shall promptly make good other contractors' work destroyed or damaged by such rectifications at DB Co's expense.</p> <p>DB Co is required to correct and make good any construction defects related to any product provided by DB Co and DB Co parties, as well as any equipment supplied by DB Co and DB Co parties during the applicable warranty period despite DB Co having obtained on the City's behalf industry-standard or other equipment warranties.</p> <p>b) <u>Construction Latent Defect</u></p> <p>DB Co shall, at its sole cost and expense, correct and make good any latent construction defects, provided the City gives DB Co written notice of the latent construction defect within the applicable time frame under the <i>Limitations Act, 2002</i> (Ontario). A latent construction defect is one that could not reasonably have been ascertained by a competent person in accordance with good industry practice during a visual inspection of the works and excludes:</p> <ul style="list-style-type: none"> • all electrical and mechanical components of the works still in service beyond the supplier's recommended useful life, with such recommended useful life being consistent with good industry practice; and • any construction defects resulting from the effects of corrosion, erosion (other than corrosion or erosion due to construction defects in design and/or construction) or normal wear and tear upon any portion of the system infrastructure or failure of the any portion of the system infrastructure due to faulty maintenance by the Rideau Transit Group or its parties.
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c) Major Existing Third Party Infrastructure

The City shall be responsible for defects in major existing third party infrastructure, provided that the defect:

- was not within the actual knowledge of DB Co or a DB Co party 30 days prior to the request for proposals technical submission deadline;
- was not referenced or described in, or was not properly inferable, readily apparent or readily discoverable from, the background information;
- was not properly attributable to the result of the aging of the major existing third party infrastructure;
or
- was not caused or contributed to by DB Co or a DB Co party.

<p>Substantial Completion</p>	<p>a) <u>Substantial Completion</u></p> <p>East substantial completion means the point at which, in respect of the east works:</p> <ul style="list-style-type: none"> • the new City infrastructure, other than the remaining works, have been completed in accordance with the Project Agreement; and • all requirements for east substantial completion described in the east testing & commissioning plan, other than in respect of east minor deficiencies, the remaining works and related minor deficiencies, and trial running have been satisfied. <p>West substantial completion means the point at which, in respect of the west works:</p> <ul style="list-style-type: none"> • the new City infrastructure and new MTO transportation infrastructure comprising the west works, other than the remaining works, have been completed in accordance with the Project Agreement; • the Payment Certifier has certified the substantial performance of the design and construction contract and the related certificate of substantial performance has been published, each in accordance with the <i>Construction Act (Ontario)</i>; and • all requirements for west substantial completion described in the west testing & commissioning plan and the highway testing & commissioning plan, other than in respect of west minor deficiencies, the remaining works and related minor deficiencies and trial running have been satisfied in respect of the new City infrastructure as a whole. <p>Both east and west substantial completion will be evidenced by the issuance of respective certificates acknowledging substantial completion availability by the Independent Certifier (an independent suitably qualified and experienced consultant who is contractually obligated to certify the fulfillment of requirements for various events including payment events based on achievement of well understood criteria, in accordance with an independent certifier agreement).</p> <p>b) <u>Notice of Substantial Completion</u></p> <p>DB Co shall deliver a notice to the City and the Independent Certifier specifying the date on which DB Co anticipates that east and west substantial completion will be achieved, respectively. Such notices shall be delivered not less than 180 days prior to the applicable anticipated substantial completion date.</p> <p>If DB Co fails to deliver such notices on or before the required notification date, it shall, within 3 business days after the date that the notice was to have been delivered to the City, pay to the City the sum of \$1,000,000 as liquidated damages for each failure respectively. DB Co shall also pay to the City the additional sum of</p>
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	<p>\$15,000 per calendar day as liquidated damages for each day after the date that the applicable notice was to have been delivered to the City has not been delivered to the City.</p> <p>c) <u>Damages</u> If DB Co fails to achieve substantial completion of either the east or west extensions by the applicable anticipated substantial completion date without having delivered to the City a subsequent notice, or if DB Co has issued a subsequent notice establishing a revised substantial completion date but fails to achieve substantial completion by this revised date without having delivered further notice, then DB Co shall, within 3 business days after the anticipated or revised substantial completion date, pay to the City the sum of \$1,000,000 as liquidated damages for each failure respectively.</p> <p>If either the east or west subsequent notices have not been delivered by DB Co, pay to the City the additional sum of \$75,000.00 per calendar day for each day after either the anticipated or revised east or west substantial completion date, as the case may be, that such notice has not been delivered to the City, as liquidated damages for each failure, respectively.</p>
<p>Minor Deficiencies</p>	<p>Minor deficiencies means any defects, deficiencies and items of outstanding work, including in relation to seasonal work, arising from or related to the work required to achieve substantial completion and that would not materially impair:</p> <ul style="list-style-type: none"> • the public's, system users', or the City's use, normal operation and enjoyment of the new City infrastructure or any third parties use and enjoyment of the new MTO infrastructure; • the performance of the governmental activities; • safety, security, or traffic or track flow on the new City infrastructure or new MTO infrastructure in any relevant respect; or • the performance of maintenance services in respect of the system infrastructure by the Rideau Transit Group. <p>Minor deficiencies shall not be applicable to nor include defects, deficiencies and items of outstanding work arising from or related to the nominated signalling subcontractor works.</p>

<p>Final Completion</p>	<p>DB Co shall design, engineer, construct and commission the new City infrastructure and the new MTO infrastructure so as to provide the City with complete and operational infrastructure in accordance with the agreed-upon output specifications and the proposal extracts, all in accordance with and subject to the terms of the Project Agreement.</p> <p>a) <u>Final Completion</u> East final completion means the completion of the east works in accordance with the Project Agreement, including completion of all east minor deficiencies.</p> <p>West final completion means the completion of the west works in accordance with the Project Agreement, including completion of all west minor deficiencies, remaining works, and minor deficiencies in the remaining works.</p> <p>Final completion will be evidenced by the issuance of a certificate acknowledging final completion by the Independent Certifier (an independent suitably qualified and experienced consultant who is contractually obligated to certify the fulfillment of requirements for various events including payment events based on achievement of well understood criteria, in accordance with an independent certifier agreement).</p> <p>b) <u>Notice of Substantial Completion</u> DB Co shall deliver notice to the City and the Independent Certifier specifying the date on which DB Co anticipates that final completion of either the east or west extensions will be achieved.</p> <p>DB Co shall deliver this notice not less than 60 days prior to the applicable anticipated final completion date, failing which the applicable anticipated final completion date shall be deemed to be the same date as the scheduled final completion date. DB Co failing to achieve substantial completion of either the east or west extensions within 365 days after the applicable scheduled substantial completion date constitutes a DB Co event of default under the Project Agreement.</p>
<p>Development of Design</p>	<p>DB Co shall, at its own cost, develop and complete the design of the new City infrastructure and the new MTO infrastructure in accordance with the requirements of the Project Agreement. In order to develop the detailed design of the system infrastructure, new municipal infrastructure and all design data, DB Co shall consult with stakeholders, the person designated as the City Representative and the City’s design team.</p>

<p>Performance of Design Obligations</p>	<p>In the design and engineering of the project, DB Co, its consultants and the DB Co parties shall, at a minimum, exercise the standard of care normally exercised by licensed or registered professional architectural and engineering personnel having specialized knowledge and experience in performing design activities of a similar nature, scope and complexity.</p> <p>DB Co shall ensure that all parts of the works shall, as required by law, be performed or reviewed by licensed or registered professional engineers and architects registered to practice in the province of Ontario. Such architects and engineers shall certify and, if required by law, sign and seal, all designs, drawings and technical reports confirming that they comply with all prevailing design standards and design practices for such work in the province of Ontario, all other applicable standards, output specifications and codes, and as otherwise required by law.</p>
<p>General Construction Obligations</p>	<p>DB Co is solely responsible for all construction means, methods and techniques used to undertake the works and must provide everything, including labour, plant, equipment and materials, necessary for the construction and commissioning of the new City infrastructure and the new MTO infrastructure.</p>
<p>Cash Allowance – Utility Works</p>	<p>DB Co shall not be required to obtain financing for the costs of the utility works. The City shall pay for the utility works, plus applicable HST, on a monthly progress basis out of a cash allowance account which shall be established and administered by the City. Prior to entering into a utility agreement for the performance of utility work, DB Co shall submit to the City Representative a draft of such agreement setting out the scope and pricing proposed by the utility company for the performance of the utility work for review and approval by the City.</p> <p>The estimated cost of the utility works and the aggregate estimated cash allowance amount is \$22,500,000, plus applicable HST. In the event that the actual costs of the utility works as evidenced by invoices rendered by the applicable utility company exceeds the estimated utility works cash allowance for any cause other than the negligence, default or willful misconduct of DB Co or any DB Co party, the City shall pay such additional cost, plus applicable HST and the applicable utility works fee applicable to such additional cost. The City shall also pay DB Co a fee of 10% of the utility works cost, plus applicable HST, for the management, coordination and administration of the completion of the utility works.</p>

Access for City	<p>Throughout the term of the project, the City, government entities and their respective representatives shall have unrestricted access to the lands, the new City infrastructure, the new MTO infrastructure and any workshop where materials, plant or equipment are being manufactured, prepared or stored at all reasonable times during normal working hours.</p> <p>The purpose of such access includes for general inspection or audit, for attending any test or study being carried out in respect of the works or to fulfill any statutory, public or other duties or functions.</p>
Warranty Works	<p>DB Co shall carry out all warranty work (i) in respect of the east works; (ii) in respect of the west works; and (iii) in respect of the remaining works.</p> <p>All warranty work shall be carried out and completed at DB Co's sole cost and expense and warranty work shall not be the basis of a claim for a Delay Event, a Compensation Event, a Variation, additional compensation or damages. The applicable warranty period shall be extended for a further one year in respect of remaining works warranty work, and two years in respect of all other warranty work, in each case from the date of such warranty work is completed and accepted by the City in respect of the new City infrastructure or any component thereof, and by the MTO in respect of the new MTO infrastructure or any component thereof.</p>
Restoration and Reinstatement of Damage or Destruction	<p>Unless the Project Agreement is terminated in accordance with its terms, if all or any part of the Confederation Line system under the control of DB Co is damaged or destroyed prior to the substantial completion date, DB Co shall, at its own cost and expense, repair and replace, as applicable, the make good the works promptly and as practicable in the circumstances. Except as otherwise expressly provided in the Project Agreement, damage to or destruction of all or any part of the Confederation Line system shall not terminate the Project Agreement or relieve DB Co of any of its obligations hereunder or entitle DB Co to any compensation from the City.</p>
Increased Monitoring	<p>If the City is of the opinion, acting reasonably, that there are defects in the works or that DB Co has failed to comply, in any material respect, with the requirements of the Project Agreement, the City may increase the level of monitoring of DB Co. DB Co will compensate the City for any reasonable costs incurred as a result of such increased monitoring.</p>

<p>Public Use</p>	<p>DB Co shall have no right to grant to the general public the right to use either the new City infrastructure or the new MTO infrastructure. It shall be the right of the City to grant the right of use to the general public to the new City infrastructure. It shall be the right of the MTO to grant the right of use to the general public to the new MTO infrastructure.</p> <p>Except as otherwise expressly provided in the Project Agreement, DB Co shall not have any claim whatsoever against the City, any City party, any emergency service providers or any other governmental authority for, or in respect of, any lane or ramp closure or diversion or any track closure or diversion, including any such closure or diversion as a result of the exercise of any other rights or powers or the discharge of any other duties or functions by any such authority, affecting all or any part of the lands, the the new City infrastructure or the new MTO infrastructure, at any time.</p>
<p>Works Schedule</p>	<p>DB Co shall prepare and submit to the City and the Independent Certifier:</p> <ul style="list-style-type: none"> • within 180 days after financial close, a detailed works schedule and schedule narrative; • every month, a monthly progress report and an updated and progressed works schedule; and • within 10 business days after receipt of a written request by the City, acting reasonably, a micro-works schedule. <p>DB Co shall develop its works schedule in close co-ordination with the City to ensure that both parties have a clear expectation of their respective obligations and input and the timing required for such.</p>

<p>Failure to Maintain Schedule</p>	<p>If, at any time, the City is of the reasonable opinion that:</p> <ul style="list-style-type: none"> • the actual progress of the works has fallen significantly behind the works schedule; • DB Co will not achieve substantial completion by the scheduled substantial completion date or the amended date; or • the revised implementation strategy, forecast dates for future activities or staging has changed to the extent that it is no longer practical to compare the works report to the current project baseline schedule, <p>then the City shall provide notice to DB Co to prepare and submit a recovery schedule and accompanying report describing:</p> <ul style="list-style-type: none"> • the reasons for the delay; • changes to the implementation strategy (if applicable); and • a description of the new strategy or steps that are to be taken by DB Co to eliminate or reduce the delay to the applicable key works milestone. <p>If the works are behind schedule for a reason other than a delay event, or if any DB Co party delays the progress of any portion of the works necessary to complete the works on schedule, DB Co shall use all reasonable measures to bring the works back on schedule. DB Co shall exercise all means within its discretion, such as directing any DB Co party that is creating delays to increase their labour forces and equipment, to improve the organization and expediting of the Works, or to work overtime as may be necessary. DB Co shall provide any additional supervision, coordination and expediting, including overtime by its own personnel as may be required to achieve this end.</p> <p>The costs and expenses incurred by the use of such measures and overtime shall be borne by DB Co and/or the DB Co parties and there shall be no adjustment to the guaranteed price as a result of such costs and expenses and for clarity, no extension to any scheduled substantial completion date.</p>
<p>City's Remedial Rights</p>	<p>The City may exercise its remedial rights, which include the City requesting DB Co to take such rectification steps as the City considers necessary or expedient, including, if applicable, the termination and replacement of subcontractors. The City may also exercise its remedial rights in an emergency. Subject to the City's obligation to reimburse DB Co in the event that the City exercises its remedial rights inappropriately, DB Co is responsible for all costs and expenses incurred by the City as a result of the City properly exercising its remedial rights.</p>

<p>Variation</p>	<p>The City has the right from time to time to prepare and require DB Co to carry out and implement a variation. A variation is an addition, reduction, substitution, omission, modification, deletion, removal or other change to the whole or any part of the project operations. Variations are mitigated by performing continued due diligence and thoroughly planning any work or modifications prior to financial close. A variation may arise from a dispute resolution and may impact payments.</p> <p>Where the City proposes a variation, DB Co will deliver an estimate of its cost implications, steps to implement, impact on schedule, impact on the performance of its obligations, impact on its financing arrangements and other relevant matters for consideration by the City. DB Co may object to a variation requested by the City on grounds including that it would have a material and adverse impact on the performance of its obligations, result in a change to the essential nature of the system, infringe applicable laws or result in the revocation of existing or an unobtainable requirement for new permits, licenses or approvals.</p> <p>DB Co may request variations for consideration by the City in its discretion. If accepted, a process like that described above would apply.</p>
<p>Construction Period Payments</p>	<p>The City shall pay to DB Co the construction period payments, plus applicable HST, accordingly:</p> <ul style="list-style-type: none"> • the east substantial completion payment, plus applicable HST, on the east substantial completion payment date; and • the west substantial completion payment together with any unpaid construction period payments as of the west substantial completion payment date, plus applicable HST, on the west substantial completion payment date. <p>The City retains the right to withhold from either substantial completion payment a holdback of \$10,000,000.00 and \$25,000,000.00, respectively, in the event that DB Co fails to deliver to the City the requisite letters of credit for either the east and west extensions by their respective substantial completion dates. The City also retains the right to withhold from the west substantial completion payment an additional holdback of \$15,000,000.00 in the event that DB Co fails to deliver to the City the requisite remaining works letter of credit for the west extension by its substantial completion date. The withholding of such sums until DB Co's delivery of the requisite letters of credit to the City shall be the City's sole remedy for failure on the part of DB Co to deliver the letters by the specified date. The City shall not be entitled to withhold payment of the balance of the applicable substantial completion payment as a result of any such failure on the part of DB Co.</p>

General Audit Rights	<p>All information, reports, documents and records in the possession of or available to DB Co, which are required to be provided to or made available to the City, shall be subject and open to inspection and audit by the City at any time.</p> <p>The City shall also have the right to monitor and audit the performance of any and all of the project operations wherever located, and DB Co shall cooperate with, and shall require each subcontractor to cooperate with and provide access to the representatives of the City monitoring and auditing such parts of the project operations, including providing them with access and copies of all relevant information, reports, documents and records pertaining to the performance of such parts of the project operations.</p> <p>Except as otherwise provided, all of the City's costs for the inspections, audits and monitoring shall be borne by the City.</p>
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<p>Delay Events</p>	<p>Delay event means any events or circumstances that cause a delay in achieving any substantial completion by the applicable scheduled substantial completion date, or a delay in achieving any final completion by the applicable scheduled completion date, including, but not limited to, the following examples:</p> <ul style="list-style-type: none"> • any breach by the City of any of the City’s obligations, except to the extent that any such breach is caused, or contributed to, by DB Co or any DB Co party; • an uncovering of the works, where such works are not subsequently found to be defective or not in compliance with the requirements of the Project Agreement, unless such uncovering was reasonable in the light of other defects or non-compliance previously discovered by the City in respect of the same or a similar component or subset of the works; • a requirement for DB Co to perform any alteration, addition, demolition, extension or variation in the works, or to suspend or delay performance of the works, upon the discovery of contamination, any fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, or species-at-risk for which the City is responsible, which would not otherwise be required under the Project Agreement; • a relief event; • an event of force majeure; • a relevant change in law; • a requirement for DB Co to perform any alteration, addition, demolition, extension or variation in the works, or to suspend or delay performance of the works, upon the discovery of unknown utility infrastructure or mislocated utility infrastructure, which alteration, addition, demolition, extension or variation in the works, or suspension or delay in the performance of the works, would not otherwise be required under the Project Agreement; • a stop work order issued by a governmental authority in respect of the works, provided that such order was not issued as a result of a relief event, an act of force majeure or as a result of an act, omission or fault of DB Co or any DB Co party; or • any change to the terms, conditions or requirements of the environmental assessments, except in each case to the extent resulting from any change by DB Co in the design of the Confederation Line Project or from any other act or omission on the part of DB Co or any DB Co party.
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<p>Consequences of a Delay Event</p>	<p>DB Co shall provide written notice to the City Representative, the Independent Certifier and the City’s consultant within 5 business days of becoming aware of the occurrence of the delay event. DB Co shall, within 10 business days after such notification, provide further written details to the City Representative, Independent Certifier and City’s consultant which shall include:</p> <ul style="list-style-type: none"> • a statement of which delay event the claim is based upon; • details of the circumstances from which the delay event arises; • details of the records which DB Co shall maintain to substantiate its claim for extra time; • details of the consequences, whether direct or indirect, financial or non-financial, which such delay event may have upon scheduled substantial completion dates or scheduled final completion dates; and • details of any measures which DB Co proposes to adopt to mitigate the consequences of such delay event. <p>The City Representative shall allow DB Co an extension of time equal to the delay caused by the delay event. There shall be no extension to the Confederation Line Project term as a result of any delay caused by a delay event.</p>
<p>Mitigation – Delay Events</p>	<p>If DB Co is, or claims to be, affected by a delay event, DB Co shall, and shall require all DB Co parties to, take commercially reasonable steps:</p> <ul style="list-style-type: none"> • to eliminate or mitigate the consequences of such event upon the performance of its obligations under the Project Agreement; • to continue to perform its obligations under the Project Agreement to the extent possible notwithstanding the delay event; and • to resume performance of its obligations under the Project Agreement affected by the delay event as soon as practicable. <p>Failure to comply with the above obligations to mitigate shall be taken into account in determining DB Co’s entitlement to an extension of time.</p>

<p>Compensation Events</p>	<p>Compensation event means any number of events or circumstances, including, but not limited to, the following examples, as a direct result of which DB Co has incurred a loss or expense, whether or not any of these events has also caused a delay:</p> <ul style="list-style-type: none"> • any breach by the City of any of the City’s obligations, except to the extent that any such breach is caused, or contributed to, by DB Co or any DB Co party; • a requirement for DB Co to perform any alteration, addition, demolition, extension or variation in the works, or other delay in performance of the works, due to a deviation from the Stage 1 Connection Infrastructure Preliminary Report; • an uncovering of the works where such works are not subsequently found to be defective or not in compliance with the requirements of the Project Agreement, unless such uncovering was reasonable in the light of other defects or non-compliance previously discovered by the City in respect of the same or a similar component or subset of the works; • a requirement for DB Co to perform any alteration, addition, demolition, extension or variation in the works, or to suspend or delay performance of the works, upon the discovery of contamination, any fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, or species-at-risk for which the City is responsible, which would not otherwise be required under the Project Agreement; • a requirement for DB Co to perform any alteration, addition, demolition, extension or variation in the works, or to suspend or delay performance of the works, upon the discovery of unknown utility infrastructure or mislocated utility infrastructure, which alteration, addition, demolition, extension or variation in the works, or suspension or delay in the performance of the works, would not otherwise be required under the Project Agreement; • a stop work order issued by a governmental authority in respect of the works, provided that such order was not issued as a result of a relief event, an act of force majeure or as a result of an act, omission or fault of DB Co or any DB Co party; or • any change to the terms, conditions or requirements of the environmental assessments, except in each case to the extent resulting from any change by DB Co in the design of the Confederation Line Project or from any other act or omission on the part of DB Co or any DB Co party.
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<p>Consequences of a Compensation Event</p>	<p>If a compensation event occurs, DB Co shall be entitled to such compensation as would place DB Co in no better and no worse position than it would have been in had the relevant compensation event not occurred. In respect of a compensation event that is also a delay event, such compensation will include amounts which, but for the delay event, would have been paid by the City to DB Co. DB Co shall promptly provide the City Representative with any information the City Representative may require in order to determine the amount of such compensation.</p> <p>If the City is required to compensate DB Co, then the City may either pay such compensation as a lump sum payment or payments at times and in a manner to be agreed with DB Co, acting reasonably.</p>
<p>Mitigation – Compensation Events</p>	<p>If DB Co is, or claims to be, affected by a compensation event, DB Co shall, and shall require all DB Co parties to, take commercially reasonable steps to minimize the amount of compensation due.</p> <p>Failure to comply with the obligation to mitigate shall be taken into account in determining DB Co’s entitlement to relief.</p>

<p>Relief Events</p>	<p>Relief event means any number of events or circumstances, including, but not limited to, the following examples, to the extent that it causes any failure by the City or DB Co to perform any of its obligations under the Project Agreement:</p> <ul style="list-style-type: none"> • fire, explosion, lightning, storm, tempest, hurricane, tornado, flood, ionizing radiation (to the extent it does not constitute force majeure), earthquake, riot or civil commotion; • failure by any utility company, railway company, local authority or other like body to enter into a utility agreement, perform works or provide services, provided, however, that such a failure shall not, in any event, be cause for a relief event, unless DB Co: <ul style="list-style-type: none"> ○ has performed its obligations under any applicable utility agreement and the relevant utility company has failed to meet its obligations thereunder; and ○ has made all, and is continuing to make any, commercially reasonable efforts to diligently enforce its legal rights under any applicable utility agreement and otherwise cause the utility company to perform those works or services; • accidental loss or damage to the works and/or the new City infrastructure or any roads servicing the lands; • without prejudice to any obligation of DB Co to provide stand-by power facilities in accordance with the Project Agreement, failure or shortage of power, fuel or transport; • blockade or embargo falling short of force majeure; • any official or unofficial strike, lockout, work to rule or other labour-related action generally affecting the new City infrastructure, the new MTO infrastructure or the construction or facility maintenance industry (or a significant sector of that industry) in the province of Ontario; or • any civil disobedience or protest action, including any action taken by any person or persons protesting or demonstrating against the carrying out of any part of the project operations or the construction and/or operation of transit systems in general. <p>The above examples are only relief events provided that such event does not arise as a result of any act or omission of the City, City parties, DB Co or DB Co parties claiming relief.</p>
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<p>Consequences of a Relief Event</p>	<p>If a relief event occurs and the effects of the relief event continue for 180 days from the date on which either the City or DB Co gives notice to the other, either party may, at any time thereafter, terminate the Project Agreement by written notice to the other having immediate effect, provided that the effects of the relief event continue during such period to prevent either party from performing a material part of its obligations under the Project Agreement. The occurrence of a relief event provides no other right of termination under the Project Agreement by reason of any failure by the City or DB Co to perform any of its obligations under the Project Agreement, but only to the extent that such failure to perform is caused by the occurrence of a relief event.</p> <p>Neither the City nor DB Co shall be entitled to exercise its right to terminate the Project Agreement for a relief event if DB Co recovers, or is entitled to recover, under any insurance policy, or would have recovered if it had complied with the requirements of the Project Agreement in respect of insurance or the terms of any policy of insurance required under the Project Agreement, an amount which, together with the monthly service payment, is equal to or greater than the monthly service payment for the relevant payment period.</p>
<p>Relief Event – Mitigation and Process</p>	<p>Where the City or DB Co is affected by a relief event, such party shall take commercially reasonable steps to mitigate the consequences of the relief event upon the performance of its obligations, shall resume performance of its obligations affected by the relief event as soon as practicable and shall use commercially reasonable efforts to remedy its failure to perform.</p> <p>Failure to comply with the obligation to mitigate shall be taken into account in determining the party's entitlement to relief.</p>

Force Majeure	<p>Force majeure means any of the following events or circumstances, including, but not limited to, the following examples, which directly causes either the City or DB Co to be unable to perform all or a material part of its obligations under the Project Agreement:</p> <ul style="list-style-type: none">• war, civil war, armed conflict, terrorism, acts of foreign enemies or hostilities;• nuclear or radioactive contamination, unless DB Co or any DB Co party is the source or cause of the contamination;• chemical or biological contamination;• pressure waves; or• the discovery of any species-at-risk, fossils, artifacts and other objects having artistic, historic, archaeological or monetary value, including human remains and burial sites, which mandate the abandonment of the works. <p>The Party claiming relief shall be relieved from liability under this Project Agreement to the extent that, by reason of the Force Majeure, it is not able to perform its obligations under this Project Agreement.</p> <p>DB Co will be compensated for a force majeure event resulting in the termination of the Project Agreement in accordance with Schedule 23 – Compensation on Termination.</p> <p>In addition, DB Co will be compensated for a force majeure that becomes a delay event prior to the substantial completion date by an amount equal to the debt service amount accrued and paid or which became payable during the period of delay by DB Co to the relevant lenders which, but for the delay event, would not have been paid by DB Co or any DB Co party to the relevant lenders.</p>
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<p>DB Co Default</p>	<p>a) <u>DB Co. Events of Default</u></p> <p>DB Co event of default means the occurrence of any number of events or circumstances including, but not limited to, the following examples:</p> <ul style="list-style-type: none"> • DB Co admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or a receiver, etc., or any creditor of DB Co takes control, or takes steps to take control, of DB Co or any of DB Co’s assets, or any proceedings are instituted by or against DB Co or another party that result in DB Co being declared or ordered bankrupt or in administration, etc., provided this event is not as a consequence of a breach by the City of its payment obligations and such proceedings have or will have a material adverse effect on the performance of the works or of City activities; • DB Co fails to achieve either east or west substantial completion within 365 days after the applicable scheduled substantial completion date; • DB Co makes any representation or warranty that is false or misleading when made and that has or will have at any time a material adverse effect on the performance of project operations, governmental activities or the availability of the system infrastructure to system users, or that may compromise: <ul style="list-style-type: none"> ○ the City’s reputation or integrity; or ○ the nature of the public transit system in the City of Ottawa so as to affect public confidence in the public transit system in the City of Ottawa or the project and, in the case of a false or misleading representation or warranty that is capable of being remedied, such breach is not remedied within 10 business days of receipt of notice of the same from the City; • the occurrence of any prohibited change in ownership or change in control; or • DB Co fails to pay any sums due to the City which: <ul style="list-style-type: none"> ○ are not being disputed by DB Co in the dispute resolution procedure; ○ either singly or in the aggregate exceed \$250,000; and ○ such failure continues for 30 days from receipt by DB Co of a notice of non-payment from the City. <p>b) <u>Right to Termination</u></p> <p>On the occurrence of a DB Co event of default, or at any time after the City becomes aware of a DB Co event of default subject to the remedy provisions, the City may terminate the Project Agreement in its entirety by written notice having immediate effect. Such notice is to be given to DB Co and to any person specified in the relevant lenders’ direct agreement to receive such notice.</p>
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In the event a DB Co event of default was caused solely by the nominated signalling subcontractor, the City's rights to terminate the Project Agreement shall be stayed for a period of 180 days after a notice to DB Co for such an event of default.

c) Remedy Provisions

In the case of some specific DB Co events of default, the City shall, prior to being entitled to terminate the Project Agreement, give notice of default to DB Co and to any person specified in the relevant lenders' direct agreement to receive such notice, and DB Co shall, within 5 business days of such notice of default, put forward a reasonable plan and schedule for diligently remedying the DB Co event of default.

d) City's Costs

DB Co shall reimburse the City for all reasonable properly incurred by the City in exercising its rights in the circumstances of a DB Co event of default, including any relevant increased administrative expenses. The City shall take commercially reasonable steps to mitigate such costs.

<p>City Default</p>	<p>a) <u>City Events of Default</u> City event of default means any number of events or circumstances including, but not limited to, the following examples:</p> <ul style="list-style-type: none"> • the City fails to pay any sums due to DB Co which are not being disputed by the City in the dispute resolution procedure, exceed \$250,000 and: <ul style="list-style-type: none"> ○ in respect of a construction period payment or the substantial completion payment, such failure continues for 30 business days; or ○ in respect of any other payment due and payable by the City to DB Co, such failure continues for 90 days, in any such case, from receipt by the City of a notice of non-payment from or on behalf of DB Co; • the City commits a material breach of its obligations which adversely affects the ability of DB Co to perform its obligations for a continuous period of not less than 60 days; or • an act of any governmental authority renders it impossible for DB Co to perform all or substantially all of its obligations for a continuous period of not less than 60 days (not including the non-issuance of, or the imposition of any conditions or limitations in, any of the DB Co permits, licences and approvals). <p>b) <u>DB Co's Options</u> On the occurrence of a City event of default and while the same is continuing, DB Co may give notice to the City specifying the details thereof. At DB Co's option, and without prejudice to its other rights and remedies under the Project Agreement, DB Co may:</p> <ul style="list-style-type: none"> • suspend performance of the works until such time as the City has remedied such City event of default; or • if such City event of default has not been remedied within 30 days after receipt by the City of notice of default, terminate the Project Agreement in its entirety by notice in writing having immediate effect. <p>c) <u>DB Co.'s Costs</u> The City shall reimburse DB Co for all reasonable costs properly incurred by DB Co in exercising its rights in the circumstances of a City event of default, including any relevant increased administrative expenses. DB Co shall take commercially reasonable steps to mitigate such costs.</p>
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<p>Termination for Convenience</p>	<p>The City shall, in its sole discretion and for any reason whatsoever, be entitled to terminate the Project Agreement at any time on 180 days' written notice to DB Co. Upon such notice, the City shall, at any time before the expiration of the notice, be entitled to direct DB Co to refrain from commencing, or allowing any third party to commence, the works, or any part or parts of the works.</p>
<p>DB Co. Indemnities to the City</p>	<p>DB Co shall indemnify and save harmless the City and City parties and each of their respective representatives from and against any and all direct losses which may be suffered as a result of any one or more of the following examples, including, but not limited to, the following examples:</p> <ul style="list-style-type: none"> • any physical loss of or damage to all or any part of the project lands, adjacent lands, new City infrastructure or new MTO infrastructure, or to any equipment, assets or other property related thereto; • the death or personal injury of any person; • any physical loss of or damage to property or assets of any third party; • any other loss or damage of any third party; • injurious affection claims made by third parties arising from or in consequence of act or omission of DB Co or any DB Co party in respect of the performance or breach of the Project Agreement, except to the extent caused, or contributed to, by the City or any City party; • the breach of the Project Agreement by the City; or • in respect of a failure by DB Co to achieve either east or west substantial completion by the applicable scheduled date, any deliberate or negligent act or omission of the City, any City party or, to the extent related to highway works, of the MTO.

<p>City Indemnities to DB Co</p>	<p>The City shall indemnify and save harmless DB Co and DB Co parties and each of their respective representatives from and against any and all direct losses which may be suffered, sustained, incurred or brought against them as a result of, in respect of or arising out of any one or more of the following examples:</p> <ul style="list-style-type: none"> • the death or personal injury of any person arising out of the performance or breach of the Project Agreement by the City, or any act or omission of any City party, except to the extent caused, or contributed to, by DB Co or any DB Co party; • any physical loss of or damage to all or any part of any property or assets of DB Co, arising out of or in consequence of a breach of the Project Agreement by the City, or any act or omission of any City party, except to the extent caused, or contributed to, by DB Co or any DB Co party; and • any physical loss of or damage to property or assets of any third party, or any other loss or damage of any third party arising out of a breach of the Project Agreement by the City or any act or omission of any City party, except to the extent caused, or contributed to, by DB Co or any DB Co party. <p>There shall be excluded from the indemnity given by the City any liability for the occurrence of risks against which DB Co is required to insure under the Project Agreement to the extent of the proceeds available or that should have been available but for a failure by DB Co to comply with its obligations to properly insure.</p>
<p>Maximum Liability</p>	<p>The maximum aggregate liability of each party in respect of all claims shall not exceed \$50,000,000. This limit shall be exclusive of any insurance or performance security proceeds received or which will be received pursuant to policies or performance security maintained in accordance with the Project Agreement. This limit shall not apply in cases of wilful misconduct or deliberate acts of wrongdoing.</p>

<p>Other Key Terms</p>	<p>The Project Agreement contains a number of other key terms, including, but not limited to, the following examples:</p> <p>a) <u>No Liability</u> Except as expressly provided for in the Project Agreement, none of the City, any City party, Rideau Transit Group or any Rideau Transit Group party, or any government entity shall be liable to DB Co or any DB Co party for, and DB Co or any DB Co party shall not seek to recover from Rideau Transit Group or any Rideau Transit Group party or any government entity, any damages, losses, costs, liabilities or expenses which may arise, whether in contract, tort or otherwise, from the adoption, use or application of the background information by, or on behalf of, DB Co or any DB Co party.</p> <p>b) <u>No Warranty</u> Except as expressly provided for in the Project Agreement, neither the City, nor any City party, nor the Rideau Transit Group, nor any Rideau Transit Group party, nor any government entity gives any warranty in respect of any background information, and the City or any City party shall not be liable to DB Co or any DB Co for a failure to:</p> <ul style="list-style-type: none"> ○ disclose or make available any information, documents or data to DB Co or any DB Co party; ○ review or update the background information; and ○ inform DB Co or any DB Co party of any inaccuracy, error, omission defect or inadequacy related thereto. <p>c) <u>No Claims</u> DB Co shall not, and shall ensure that no DB Co party shall, make any claim in damages, for extensions of time or for additional payments under the Project Agreement against the City or any City party on the grounds:</p> <ul style="list-style-type: none"> ● of any misunderstanding or misapprehension in respect of the background information; or ● that the background information was incorrect or insufficient.
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<p>Schedules</p>	<p>What follows is a list of the schedules to the Project Agreement. A brief description appears below of some of the more key schedules.</p> <ul style="list-style-type: none"> a. <u>Schedule 1 – Definitions and Interpretation</u> This schedule includes a list of defined terms used within the Project Agreement. b. <u>Schedule 2 – Completion Documents</u> c. <u>Schedule 3 – Subcontractor’s Direct Agreement</u> d. <u>Schedule – Lenders’ Direct Agreement</u> This agreement sets out the respective rights between the City and DB Co’s lenders. e. <u>Schedule 5 – Construction Contractor’s Direct Agreement</u> This agreement sets out the respective rights between the City and DB Co’s construction contractors. f. <u>Schedule 6 – Independent Certifier Agreement</u> This is an agreement for a third party certifier to review project progress and deliverables. g. <u>Schedule 7 – Letters of Credit</u> h. <u>Schedule 8 – DB Co Parties</u> i. <u>Schedule 9 – Key Individuals</u> j. <u>Schedule 10 – Review Procedure</u> k. <u>Schedule 11 – Integrated Management System Requirements</u> l. <u>Schedule 12 – Works Scheduling Requirements</u> m. <u>Schedule 13 – DB Co Proposal Extracts</u>
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- n. Schedule 14 – Testing & Commissioning
- o. Schedule 15 – Output Specifications
- p. Schedule 16 – Encumbrances
- q. Schedule 17 – Environmental Obligations
This schedule includes a list of the City’s and DB Co’s environmental obligations throughout the term of the Confederation Line Project, as well as any environmental approval obligations.
- r. Schedule 18 – Communication and Stakeholder Engagement Obligations
- s. Schedule 19 – Procurement Monitoring and Implementation Plan
- t. Schedule 20 – Lands
- u. Schedule 21 – Construction Period Payments
This schedule includes a list of the various construction period payments, including a description and the payment amount.
- v. Schedule 22 – Variation Procedure
This schedule includes the process that must be followed in the event the City or DB Co proposes a variation or other change to the whole or any part of the scope of the Confederation Line Project.
- w. Schedule 23 – Compensation on Termination
This schedule includes the compensation process that must be followed in the event of termination for City default or convenience, or DB Co default.
- x. Schedule 24 – Intellectual Property
- y. Schedule 25 – Insurance and Performance Security Requirements

- z. Schedule 26 – Record Provisions
- aa. Schedule 27 – Dispute Resolution Procedure
This schedule includes the dispute resolution procedure that must be followed by the City or DB Co, in the event a dispute arises between the parties.
- bb. Schedule 28 – Refinancing
- cc. Schedule 29 – Form of Performance Guarantee of Construction Guarantor
- dd. Schedule 30 – Insurance Trust Agreement
- ee. Schedule 31 – DB Co Information
- ff. Schedule 32 – [REDACTED]
- gg. Schedule 33 – Works Report Requirements
- hh. Schedule 34 – Mobility Matters
- ii. Schedule 35 – Permits, Licenses, Approvals and Agreements
- jj. Schedule 36 – Interface Agreement
- kk. Schedule 37 – Extension and Additional Phases
This schedule provides an option exercisable by the City to acquire integrated extensions (a transit system and vehicles that connects with the Ottawa Light Rail Transit (“OLRT”) system in a fully integrated manner) and non-integrated extensions (a transit system and vehicles that connects with the OLRT system at a single interchange point such that the vehicles and other components of the OLRT system do not form part of a coherent integrated system with the extended transit system) by way of either a variation or through negotiation with DB Co. The City retains the right to acquire a system extension with a person other than DB Co.

	ii. <u>Schedule 38 – Utility Baseline Report</u>
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