

**SCHEDULE 37  
MOBILITY MATTERS****PART A  
MOBILITY MATTERS – BUS RAPID TRANSIT****1. PART A DEFINITIONS**

In this Part A of Schedule 37, the following definitions shall have the following meanings:

- 1.1 “**Aggregate Actual Bus Rapid Transit Lane Closure**” or “**AABRTLTC**” means the actual number of BRT Lanes, or portions thereof that are closed during each Milestone period.
- 1.2 “**Aggregate BRT Lane Target Closure**” or “**ABRTLTC**” means the total BRT Lane Closures, set forth in the BRT Lane Closure Target Letter submitted by Project Co at Commercial Close and which has been accepted by the City. The ABRTLTC shall include and account for all requirements of Schedule 15 – Output Specifications of the Project Agreement.
- 1.3 “**BRT Lane Closure**” means any restriction or closure of a BRT lane to bus traffic along any segment, as a result of OLRT related construction activities, as described below, of the BRT. All partial restrictions or partial closures along a segment will be considered a full Lane Closure. Lane closures will be measured on a per segment, per hour basis. A maximum of one (1) BRT Lane Closure in each direction will be assessed at any given location. “**Peak**” means Monday through Friday between the hours of 0600h – 0930h, or 1500h – 1830h. “**Night**” means the hours between 2200h – 0500h. “**Off Peak**” means all other hours not defined as “Peak” or “Night”. Lane Closures will no longer be in effect once Revenue Service Availability has been achieved.
- (a) Segments
- (i) Tunney’s Pasture, Station 98+000 to Bayview, Station 99+700 old station
  - (ii) Transit Priority Reserved Lanes, including all BRT Lanes that are not in a segregated right-of-way but not limited to Albert, Slater, Wellington, Rideau, and any BRT detour lanes
  - (iii) Campus, Station 103+400 to Lees, Station 104+200
  - (iv) Lees, Station 104+200 to Hurdman, Station 105+620
  - (v) Hurdman, Station 105+620 to Train, Station 106+780
  - (vi) Train, Station 106+780 to St Laurent, Station 107+980
  - (vii) St Laurent, Station 107+980 to Blair, Station 110+680

- 1.4 “**BRT Gainshare Allowance**” means the amount calculated pursuant to Part A Section 5 of this Schedule 37, which may be used to offset BRTLCA.
- 1.5 “**BRT Lane Closure Adjustment**” or “**BRTLCA**” means the deduction which may be claimed by the City from Project Co (which amount will be deducted from the Revenue Service Availability Payment) as calculated pursuant to Part A, Section 5 of this Schedule 37.
- 1.6 “**BRT Lane Closure Analysis Report**” has the meaning given to it in Part A, Section 3 of this Schedule 37.
- 1.7 “**BRT Lane Closure Target Letter**” means the letter submitted by Project Co at Commercial Close setting forth the ABRTLTC.
- 1.8 “**High Cost Measures**” means, in respect of a Milestone period, discrete BRT Lane Closure saving measures that incur capital expenditure greater than 33% of the discrete BRT Lane Closure savings cost.
- 1.9 “**Low Cost Measures**” means, in respect of a Milestone period, discrete BRT Lane Closure saving measures that incur capital expenditure less than 33% of the discrete BRT Lane Closure savings cost.
- 1.10 “**No Cost Measures**” means, in respect of a Milestone period, discrete BRT Lane Closure saving measures, including those related to good house-keeping, involving no material additional expenditure and/or no capital expenditure to carry out.
- 1.11 “**Peak Hour BRT Interruptions**” means unplanned interruptions to the operation of the BRT during Peak periods by either an unplanned event or a planned event exceeding the time restrictions granted. For further clarity Peak Hour BRT Interruptions would only be for events within Project Co’s control. Peak Hour BRT Interruptions as defined above are not included in AABRTLTC.
- 1.12 “**Review Meeting**” means meetings between City Representatives and Project Co Representatives to occur within 5 days of completion of each construction Milestone (or other date as may be agreed between the City and Project Co) to discuss BRT Lane Closures.
- 1.13 “**Traffic and Transit Management Plan**” or “**TTMP**” means the plan for the manner in which traffic and transit will be managed during construction activities and the method used to determine the magnitude of the impacts.
- 1.14 “**Unit Rate Price BRT Lane Closures**” means the price for each standard unit of BRT Lane Closure as set in RFP Schedule 3, Part 1 – Technical Submission Requirements.

## 2. PROCEDURES FOR DETERMINING BRT LANE CLOSURE ADJUSTMENT

- 2.1 The City will assess Project Co for the cost of BRT Lane Closures based on the total BRT Lane Closures that occur during Peak, Off Peak and Night time. All BRT Lane

- Closures shall be included in the calculation of the BRT Lane Closure Adjustment as provided in Part A, Section 5 of this Schedule 37.
- 2.2 The BRT Lane Closure Target shall form the benchmark for calculating the BRT Lane Closure cost in respect to the AABRTLTC. The AABRTLTC shall be used to calculate the BRT Lane Closure Adjustments. The BRT Lane Closure Target shall not be altered or adjusted except by the process described in Part A, Section 4 of this Schedule 37.
- 2.3 The measurement and verification of BRT Lane Closure shall be performed by the Independent Certifier. No less than 30 days prior to any BRT Lane Closures, Project Co shall provide the City with a BRT Lane Closure Measurement and Verification Plan, as part of the overall TTMP. All subsequent BRT Lane Closure Reports are to be based on this plan.
- 2.4 Project Co shall provide the City with a draft BRT Lane Closure Analysis Report, with the completion of each Milestone, which report shall include copies of all documents to fully support the draft BRT Lane Closure Analysis Report. The draft BRT Lane Closure Analysis Report shall be consistent with the format and content requirements set out in Part A, Section 3 of this Schedule 37.
- 2.5 As soon as practicable and in any event within 5 Business Days following the completion of each Milestone, Project Co and the City shall convene a Review Meeting to be attended by the Project Co Representative and the City Representative. At the Review Meeting Project Co shall present the draft BRT Lane Closure Analysis Report to the City, and the City and Project Co shall discuss the Aggregate Actual BRT Lane Closure for the preceding period.
- 2.6 Project Co shall assist the City Representative and afford the City Representative such information and access to the BRT Lane Closure records, and by other means as may reasonably be required for the City Representative to confirm the draft BRT Lane Closure Analysis Report provided by Project Co to determine the Aggregate Actual BRT Lane Closures for the proceeding period. The City shall promptly notify Project Co of the details of any disagreement of all or any aspect of the BRT Lane Closure Analysis Report, and the Parties shall then seek to agree to any matters in dispute, but where matters cannot be resolved within such 20 Business Day period (or such other period as may be otherwise agreed by the City Representative, acting reasonably) it shall be dealt with in accordance with Schedule 27 – Dispute Resolution Procedure to this Project Agreement.
- (a) Within 20 Business Days following each Review Meeting, or within such period as may be otherwise agreed between the City Representative and the Project Co Representative, acting reasonably:
- (i) The City shall confirm its acceptance of all or any aspect of the BRT Lane Closure Analysis Report; and
- (ii) Subject to Part A, Section 4 of this Schedule 37, Project Co and the City shall agree to any adjustments to the Aggregate BRT Lane Target Closure.

- (b) Subject to Part A, Section 2.6(c), Project Co shall be subject to a BRT Lane Closure Adjustment calculated in accordance with this Schedule 37.
  - (c) The BRT Lane Closure Adjustments shall be determined at the Review Meeting. If the City makes a claim for a BRT Lane Closure Adjustment, the City shall within 10 Business Days after acceptance of the BRT Lane Closure Analysis Report by the City Representative or within such other period as may be agreed by the City Representative and Project Co, acting reasonably, submit an account to Project Co setting out its calculations and justifying the quantification of the BRT Lane Closure Adjustment.
- 2.7 If either Project Co or the City wishes to dispute any account presented pursuant to Part A, Section 2.6(c) of this Schedule 37, it must do so by written notice to the other Party within 10 Business Days of receipt of such account. The City Representative and the Project Co Representative shall use reasonable efforts to resolve the dispute for an additional 10 Business Days. If there is no agreement within a further 10 Business Days then either Party may refer the matter to the Dispute Resolution Procedure. If neither Party objects in accordance with this Section 2.7 or, following final determination of the disputed account in accordance with this Section 2.7, Project Co shall include the relevant BRT Lane Closure Adjustment as a separate item within the invoice prepared by Project Co for the Revenue Service Availability Payment.
- 2.8 At Commercial Close, Project Co shall deliver to the City the BRT Lane Closure Target Letter in form and substance satisfactory to the City, which such BRT Lane Closure Target Letter shall reflect the development of the design of the TTMP. In addition, Project Co shall deliver to the City for review in accordance with Schedule 10 – Review Procedure, an updated final BRT Lane Closure Target Letter together with a supporting TTMP 6 months prior to the first BRT Lane Closure. Any changes to the BRT Lane Closure Target Letter after Commercial Close shall require the approval of the City and shall constitute a Variation.
- 3. CONTENT AND FORMAT OF THE BRT LANE CLOSURE ANALYSIS REPORT**
- 3.1 The BRT Lane Closure Analysis Report shall present findings of Aggregate Actual BRT Lane Closures during the relevant Milestone period and shall include the following:
- (a) a summary of actual closures and breakdown by locations, times, dates and duration, indicating Peak, Off Peak or Night. The summary should also highlight any exceptional changes (being changes of plus or minus 10% in consumption or pattern of use) in use since any previous reports;
  - (b) identification of potential savings in respect to BRT Lane Closures and provide an estimate of implementation costs, along with identifying potential risks associated with each proposed measure. Project Co shall categorize these measures in the following categories: No Cost Measures, Low Cost Measures and High Cost Measures. Project Co shall also advise the City of projected BRT Lane Closures

for the remaining duration of construction and along with trends and potential risks associated with these closures; and

- (c) accurate and precise data in support of the above noted items.
- 3.2 The objectives of the BRT Lane Closure Analysis Report are to confirm Aggregate Actual BRT Lane Closures in the relevant Milestone period and to provide data to calculate any BRT Lane Closures Adjustments.
- 3.3 Consistent with the objectives set out in Part A, Section 3.2 of this Schedule 37, Project Co shall ensure that the BRT Lane Closure Analysis Report has the following components:
- (a) presentation of Aggregate Actual BRT Lane Closures;
  - (b) establishment of a basis for continued monitoring of BRT Lane Closure and adjustments to the Aggregate BRT Lane Closures;
  - (c) outline any outstanding issues from any previous BRT Lane Closure Analysis Reports and mitigating strategies to address those issues;
  - (d) adjustments to the Aggregate BRT Lane Target Closure;
  - (e) summary tables from all previous BRT Lane Closure Analysis Report delivered by Project Co to the City.

#### **4. PROCESS FOR AMENDING THE AGGREGATE BRT LANE TARGET CLOSURE**

- 4.1 In all cases, corrections to Aggregate BRT Lane Target Closure must be consistent with the principles outlined in the TTMP.
- 4.2 Following the acceptance of the BRT Lane Closure Analysis Report by the City Representative in accordance with Part A, Section 2.6 of this Schedule 37, the data set out in the BRT Lane Closure Analysis Report will be used to determine the BRT Lane Closure Adjustments.
- 4.3 For each Milestone period the BRT Lane Closure Adjustment shall be made in accordance with Part A Section 5 of this Schedule.
- 4.4 At any time commencing after the beginning of construction, Project Co and the City shall, acting reasonably, agree to make any adjustments to the ABRTLTC, AABRTLTC and the BRT Gainshare Allowance only in the event of:
- (a) changes implemented in accordance with the Project Agreement that would cause BRT Lane Closure changes.

- 4.5 The Party requesting an amendment to the ABRTLTC, subject to the other Party's approval (acting reasonably), shall pay for an amended TTMP. The amended TTMP shall include a detailed analysis of the impacts to traffic and Transit service, including an analysis of BRT Lane Closure requirements. The amended TTMP shall include a recommendation regarding amendments to the ABRTLTC. Both the City and Project Co must agree to the amended ABRTLTC within 20 Business Days following receipt of such report. If there is no agreement within a further 10 Business Day period, then either Party may refer the matter to Dispute Resolution Procedure.
- 4.6 Any amendment to the ABRTLTC shall only affect the BRT Lane Closure Adjustment calculations from the date on which the amendment is effective and shall not, for greater certainty, have a retrospective effect on any other previous BRT Lane Closure Adjustment calculations except where the Dispute Resolution procedure adjudicates in favour of Project Co whereby such calculations shall be prorated to 30 days after the TTMP and third party report.

## 5. CALCULATION OF BRT LANE CLOSURE ADJUSTMENT

- 5.1 A BRT Gainshare Allowance is available to proponents who have demonstrated the total Aggregate BRT Lane Target Closure and associated costs (excluding BRT Cash Allowance hours associate with Schedule 15-2 Part 1 Articles 30 and 31) are below the reference threshold value of \$65,000,000 dollars. The BRT Gainshare Allowance will be equal to half of the reference threshold value minus the total ABRTLTC cost (excluding BRT Cash Allowance hours associated with Schedule 15-2 Part 1 Articles 30 and 31). For clarity  $BRT\ Gainshare\ Allowance = 0.5 * (\$65,000,000 - \$ABRTLTC)$ .
- 5.2 Comparing BRT Lane Closure Target

- (a) After the acceptance of the BRT Lane Closure Analysis Report described in Part A, Section 3 for each Milestone period, the AABRTLTC shall be compared to the ABRTLTC and:
- (i) if the AABRTLTC in respect to ABRTLTC is greater than 110% of the ABRTLTC in respect of such closures then Project Co shall calculate the BRT Lane Closure Adjustment set out in Part A, Section 5.3, apply any available BRT Gainshare Allowance against this amount and deduct any remaining amount of the BRT Lane Closure Adjustment from the Revenue Service Availability Payment to be made in accordance with Project Agreement Section 34 – Payment.

The table below shows the banding mechanism used for calculating the BRT Lane Closure Adjustment.

**Table 5.1**

BRT Lane Closures	period “X”	BRT Lane Closure Adjustment then equals:
If the Variance from ABRTLTC for the purposes of calculating BRT Lane Closure Adjustment in the previous period was:	0 to 10%	0
If the Variance from ABRTLTC for the purposes of calculating BRT Lane Closure Adjustment in the previous period was:	> 10%	100%

- (b) If Project Co is subject to a BRT Lane Closure Adjustment with respect to a Milestone period, then Project Co shall submit a detailed remediation plan within fourteen (14) days of the calculation of the BRT Lane Closure Adjustment to explain how it will reduce the AABRTLTC such that it will not exceed the 110% threshold established in Section 5.2(a)(i), above, for the subsequent Milestone period.

5.3 The formulae to calculate the BRT Lane Closure Adjustment set out in this Section 5.3 is based on Table 5.1 of Part A of this Schedule 37. For the avoidance of doubt, if AABRTLTC falls within a set band the relevant ABRTLTC (i.e.: no more than 10% above the benchmark) no BRT Lane Closure Adjustment will be made for that Milestone period. No increases in the BRT Gainshare Allowance will be made based on actual performance.

- (a) For the purposes of this Section 5.3(b):

A = the AABRTLTC during the relevant Milestone period.

B = the ABRTLTC for the relevant Milestone period.

- (b) In respect to Milestone periods leading up to Revenue Service Availability:

IF:  $A > 1.10B$  then the City shall be entitled to deduct a BRT Lane Closure Adjustment where,

IF:  $A > 1.10B$  then  $BRTLCA = (A - 1.10B) * \text{Unit Rate Price BRT Lane Closures} - \text{BRT Gainshare Allowance}$

For clarity, BRTLCA shall not be less than zero.

**6. PEAK HOUR BRT INTERRUPTIONS**

- 6.1 The City will assess Project Co for Peak Hour BRT Interruptions at a cost of \$400 per minute.
- 6.2 Any time assessed in the cost associated with Peak Hour BRT Interruptions will not be included in calculations of BRT Lane Closure Adjustments.
- 6.3 Project Co shall calculate the cost of Peak Hour BRT Interruptions and deduct this amount from the Revenue Service Availability Payment in accordance with Project Agreement Section 34 – Payment.

**7. BRT CLOSURES FOR CONVERSION TO LRT**

- 7.1 When the full BRT Lane Closures occurs for conversion to LRT, only two (2) BRT Lane Closures (one in each direction) will be applied for each segment that is closed.

**8. LANE CLOSURES FOR CASH ALLOWANCE CIVIC WORKS**

- 8.1 Lane Closures resulting from Cash Allowance Civic Works are to be included in BRT Lane Closures. Schedule 15-2 Part 1 Article 31 (Rock Stabilization Work) and Article 30 (Combined Sewage Storage Tunnel Work) provide BRT Lane Closures values based on the total Lane Closures that occur for; Peak, Off Peak, and Night Time BRT Lane Closures. All Cash Allowance BRT Lane Closures shall be included in the ABRTLTC in Part A, Section 5 of this Schedule 37.



**SCHEDULE 37  
MOBILITY MATTERS****PART B  
MOBILITY MATTERS – LANE CLOSURES****1. PART B DEFINITIONS**

In this Part B of Schedule 37, the following definitions shall have the following meanings:

- 1.1 **“Aggregate Actual Lane Closures”** or **“AALC”** means the actual number of lanes, or portions thereof that are closed for each Milestone period. **“Aggregate Lanes Target Closure”** or **“ALTC”** means the total LANE closure, set forth in the Lane Closure Target Letter submitted by Project Co at Commercial Close and which has been accepted by the City. The ALTC shall include and account for all requirements of Schedule 15 – Output Specifications of the Project Agreement.
- 1.2 **“High Cost Measures”** means, in respect of a Milestone period, discrete Lane Closure saving measures that incur capital expenditure greater than 33% of the discrete Lane Closure savings cost.
- 1.3 **“Lane Closure”** or **“Lane Closures”** means any restriction or closure of any lane, as a result of OLRT related construction activities, as further described below, to bus or vehicular traffic or parking and loading between two intersecting streets including tapers. All partial restrictions or partial closures between intersecting streets will be considered as a full Lane Closure. Lane Closures will be measured on a per Block, per hour basis. **“Peak”** means Monday through Friday between the hours of 0700h – 0900h, or 1530h – 1800h. **“Night”** means the hours between 2200h – 0500h. **“Off Peak”** means all other hours not defined as “Peak” or “Night”. Travel lanes shall be identified as one of two classifications, Rideau Street Lanes, and Other Lanes. Lane Closures will no longer be in effect once Revenue Service Availability has been achieved:
- (a) Lanes
- (i) Rideau Street Lanes: Any lanes along Rideau Street or Wellington Street from Kent Street to Nelson Street, excluding transit priority lanes.
- (ii) Other Lanes: All lanes other than Rideau Street Lanes, excluding transit priority lanes.
- 1.4 **“Lane Closure Adjustment”** or LCA means the deduction which may be claimed by the City from Project Co (which amount will be deducted from the Revenue Service Availability Payment) as calculated pursuant to Part B Section 5 of this Schedule 37.
- 1.5 **“Lane Closure Analysis Report”** has the meaning given to it in Part B, Section 3 of this Schedule 37.

- 1.6 “**Lane Closure Target Letter**” means the letter submitted by Project Co at Commercial Close setting forth the ALTC.
- 1.7 “**Low Cost Measures**” means, in respect of a Milestone period, discrete Lane Closure saving measures that incur capital expenditure less than 33% of the discrete Lane Closure savings cost.
- 1.8 “**No Cost Measures**” means, in respect of a Milestone period, discrete Lane Closure saving measures, including those related to good house-keeping, involving no material additional expenditure and/or no capital expenditure to carry out.
- 1.9 “**Peak Hour Lane Interruptions**” means unplanned interruptions to the operation of roadway lanes, excluding BRT lanes, during Peak periods by either an unplanned event or a planned event exceeding the time restrictions granted. For further clarity Peak Hour Lane Interruptions would only be for events within Project Co’s control. Peak Hour Lane Interruptions as defined above are not included in AALC.
- 1.10 “**Review Meeting**” means meetings between City Representatives and Project Co Representatives to occur within 5 days of completion of each construction Milestone (or such other date as may be agreed between the City and Project Co) to discuss Lane Closures.
- 1.11 “**Traffic and Transit Management Plan**” or “**TTMP**” means the plan for the manner in which traffic and transit will be managed during construction activities and method used to determine the projected impacts.
- 1.12 “**Unit Rate Price Lane Closures**” means the price for each standard unit of each Lanes Closure as set in RFP Schedule 3, Part 1 – Technical Submission Requirements.

## 2. PROCEDURES FOR DETERMINING LANE CLOSURE ADJUSTMENTS

- 2.1 The City will assess Project Co for the cost of Lane Closures based on the total Lane Closures that occur for; Peak, Off Peak, and Night Time lane closures. All Lane Closures shall be included in the calculation of the Lane Closure Adjustment as provided in Part B, Section 5 of this Schedule 37.
- 2.2 The Lane Closure Target shall form the benchmark for calculating the Lane Closure cost in respect to the AALC. The AALC shall be used to calculate the Lane Closure Adjustments. The Lane Closure Target shall not be altered or adjusted except by the process described in Part B, Section 4 of this Schedule 37.
- 2.3 The measurement and verification of Lane Closure shall be performed by the Independent Certifier. No less than 30 days prior to any Lane Closures, Project Co shall provide the City with a Lane Closure Measurement and Verification Plan, as part of the overall TTMP. All subsequent Lane Closure Reports are to be based on this plan.
- 2.4 Project Co shall provide the City with a draft Lane Closure Analysis Report, with the completion of each Milestone, which report shall include copies of all documents to fully

support the draft Lane Closure Analysis Report. The draft Lane Closure Analysis Report shall be consistent with the format and content requirements set out in Part B, Section 3 of this Schedule 37.

- 2.5 As soon as practicable and in any event within 5 Business Days following the completion of each Milestone, Project Co and the City shall convene a Review Meeting to be attended by the Project Co Representative and the City Representative. At the Review Meeting Project Co shall present the draft Lane Closure Analysis Report to the City, and the City and Project Co shall discuss the Aggregate Actual Lane Closure for the preceding period.
- 2.6 Project Co shall assist the City Representative and afford the City Representative such information and access to the Lane Closure records, and by other means as may reasonably be required for the City Representative to confirm the draft Lane Closure Analysis Report provided by Project Co to determine the Aggregate Actual Lane Closure for the preceding period. The City shall promptly notify Project Co of the details of any disagreement of all or any aspect of the Lane Closure Analysis Report, and the Parties shall then seek to agree to any matters in dispute, but where matters cannot be resolved within such 20 Business Day period (or such other period as may be otherwise agreed by the City Representative, acting reasonably) it shall be dealt with in accordance with Schedule 27 – Dispute Resolution Procedure to this Project Agreement.
- (a) Within 20 Business Days following each Review Meeting, or within such period as may be otherwise agreed between the City Representative and the Project Co Representative, acting reasonably:
- (i) The City shall confirm its acceptance of all or any aspect of the Lane Closure Analysis Report; and
- (ii) Subject to Part B, Section 4 of this Schedule 37, Project Co and the City shall agree to any adjustments to the Aggregate Lane Target Closure.
- (b) Subject to Part B, Section 2.6(c), Project Co shall be subject to a Lane Closure Adjustment calculated in accordance with this Schedule 37.
- (c) Lane Closure Adjustments shall be determined at the Review Meeting. If the City makes a claim for a Lane Closure Adjustment, the City shall within 10 Business Days after acceptance of the Lane Closure Analysis Report by the City Representative or within such other period as may be agreed by the City Representative and Project Co, acting reasonably, submit an account to Project Co setting out its calculations and justifying the quantification of the Lane Closure Adjustment.
- 2.7 If either Project Co or the City wishes to dispute any account presented pursuant to Part B, Section 2.6(c) of this Schedule 37, it must do so by written notice to the other Party within 10 Business Days of receipt of such account. The City Representative and the Project Co Representative shall use reasonable efforts to resolve the dispute for an additional 10 Business Days. If there is no agreement within a further 10 Business Days

then either Party may refer the matter to the Dispute Resolution Procedure. If neither Party objects in accordance with this Section 2.7 or, following final determination of the disputed account in accordance with this Section 2.7, Project Co shall include the relevant Lane Closure Adjustment as a separate item within the invoice prepared by Project Co for the Revenue Service Availability Payment.

- 2.8 At Commercial Close, Project Co shall deliver to the City the Lane Closure Target Letter in form and substance satisfactory to the City, which such Lane Closure Target Letter shall reflect the development of the design of the TTMP. In addition, Project Co shall deliver to the City for review in accordance with Schedule 10 – Review Procedure, an updated final Lane Closure Target Letter together with a supporting TTMP 3 months prior to the first lane Closure. Any changes to the Lane Closure Target Letter after Commercial Close shall require the approval of the City and shall constitute a Variation.
- 2.9 For the purpose of calculating the Lane Closure Adjustment the evaluation will be done following the Revenue Service Availability Milestone, comparing the total AALC of each construction period to the total ALTC for the entire construction period. For clarity over-performance from one Construction Milestone can be added to underperformance during a separate Construction Milestone.

### **3. CONTENT AND FORMAT OF THE LANE CLOSURE REPORT**

- 3.1 The Lane Closure Analysis Report shall present findings of Aggregate Actual Lane Closures during the relevant Milestone period and shall include the following:
- (a) a summary of actual closures and breakdown by locations, times, dates and duration indicating Peak, Off Peak or Night. The summary should also highlight any exceptional changes (being changes of plus or minus 10% in consumption or pattern of use) in use since any previous reports;
  - (b) identification of potential savings in respect to Lane Closures and provide an estimate of implementation costs, along with identifying potential risks associated with each proposed measure. Project Co shall categorize these measures in the following categories: No Cost Measures, Low Cost Measures and High Cost Measures. Project Co shall also advise the City of projected Lane Closures for the remaining duration of construction and along with trends and potential risks associated with these closures; and
  - (c) accurate and precise data in support of the above items.
- 3.2 The objectives of the Lane Closure Analysis Report are to confirm Aggregate Actual Lane Closures in the relevant Milestone period and to provide data to calculate any Lane Closures Adjustments.
- 3.3 Consistent with the objectives set out in Part B, Section 3.2 of this Schedule 37, Project Co shall ensure that the Lane Closure Analysis Report has the following components:

- (a) presentation of Aggregate Actual Lane Closures;
- (b) establishment of a basis for continued monitoring of Lane Closure and adjustments to the Aggregate Lane Closures;
- (c) outline any outstanding issues from any previous Lane Closure Analysis Reports and mitigating strategies to address those issues;
- (d) adjustments to the Aggregate Lane Target Closure;
- (e) summary tables from all previous Lane Closure Analysis Report delivered by Project Co to the City.

#### **4. PROCESS FOR AMENDING THE AGGREGATE LANE TARGET CLOSURE**

- 4.1 In all cases, corrections to Aggregate Lanes Target Closure must be consistent with the principles outlined in the TTMP.
- 4.2 Following the acceptance of the Lane Closure Analysis Report by the City Representative in accordance with Part B, Section 2.8 of this Schedule 37, the data set out in the Lane Closure Analysis Report will be used to determine the Lane Closure Adjustments.
- 4.3 For the summation of the Milestone periods, the Lane Closure Adjustment will be calculated in accordance with Part B Section 5 of this Schedule 37.
- 4.4 At any time commencing after the beginning of construction, Project Co and the City shall, acting reasonably, agree to make any adjustments to the ALTC and the AALC only in the event of:
  - (a) changes implemented in accordance with the Project Agreement that would cause Lane Closure changes.
- 4.5 The Party requesting an amendment to the ALTC, subject to the other Party's approval (acting reasonably), shall pay for an amended TTMP. The amended TTMP shall include a detailed analysis of the impacts to traffic and Transit service, including an analysis of Lane Closure requirements. The amended TTMP shall include a recommendation regarding amendments to the ALTC. Both the City and Project Co must agree to the amended ALTC within 20 Business Days following receipt of such report. If there is no agreement within a further 10 Business Day period, then either Party may refer the matter to Dispute Resolution Procedure.
- 4.6 Any amendment to the ALTC shall only affect the Lane Closure Adjustments calculations from the date on which the amendment is effective and shall not, for greater certainty, have a retrospective effect on any other previous Lane Closure Adjustment calculations except where the Dispute Resolution procedure adjudicates in favour of Project Co whereby such calculations shall be prorated to 30 days after the TTMP and third party report.

**5. CALCULATION OF LANE CLOSURE ADJUSTMENT**

5.1 Comparing Lane Closure Target

- (a) After the acceptance of the Lane Closure Analysis Report described in Part B, Section 3 and following the completion of the Revenue Service Availability Milestone, the total AALC shall be compared to the total ALTC and:
  - (i) if the AALC in respect to ALTC is greater than 110% of the ALTC in respect of such closures then Project Co shall calculate the Lane Closure Adjustment set out in Part B, Section 5.2 and deduct the amount of the Lane Closure Adjustment from the Revenue Service Availability Payment to be made in accordance with Project Agreement Section 34 – Payment.

The table below shows the banding mechanism used for calculating the Lane Closure Adjustment.

**Table 5.1**

Lane Closure	period “X”	Lane Closure Adjustment then equals:
If the Variance from ALTC for the purposes of calculating Lane Closure Adjustment was:	0 to 10%	0
If the Variance from ALTC for the purposes of calculating Lane Closure Adjustment was:	> 10%	100%

- (b) If Project Co is subject to a potential Lane Closure Adjustment with respect to a Milestone period, then Project Co shall submit a detailed remediation plan within fourteen (14) days of the calculation of the Lane Closure Adjustment to explain how it will reduce the AALC such that it will not exceed the 110% threshold established in Part B, Section 5.1(a)(i), above, for the subsequent Milestone period.

5.2 The formulae to calculate the Lane Closure Adjustment set out in this Section 5.2 is based on Table 5.1 of Part B of this Schedule 37. For the avoidance of doubt, if AALC falls within a set band the relevant ALTC (i.e.: no more than 10% above the benchmark) no Lane Closure Adjustment will be made for that Milestone periods.

- (a) For the purposes of this Section 5.2(b):

A = the AALC during the total Milestone periods.

B = the ALTC for the total Milestone periods.

(b) In respect to the total Milestone periods leading up to Revenue Service Availability:

IF:  $A > 1.10B$  then the City shall be entitled to deduct a Lane Closure Adjustment where,

IF:  $A > 1.10B$  then  $LCA = (A - 1.10B) * \text{Unit Rate Price Lane Closures}$ .

## 6. PEAK HOUR LANE INTERRUPTIONS

6.1 The City will assess Project Co for Peak Hour Lane Interruptions at a cost of \$100 per minute.

6.2 Any time assessed in the cost associated with Peak Hour Lane Interruptions will not be included in calculations of Lane Closure Adjustments.

6.3 Project Co shall calculate the cost of Peak Hour Lane Interruptions and deduct this amount from the Revenue Service Availability Payment accordingly in accordance with Project Agreement Section 34 – Payment.

## 7. LANE CLOSURES FOR CASH ALLOWANCE CIVIC WORKS

7.1 Lane Closures resulting from Cash Allowance Civic Works are to be included in Lane Closures. Schedule 15-2 Part 1, Articles 27 (Albert Street Works), 28 (Queen Street Works), 30 (Combined Sewage Storage Tunnel (CSST) Work) and 32 Coventry Road Bridge provide Lane Closures values based on the total Lane Closures that occur for; Peak, Off Peak, and Night Time lane closures. All Cash Allowance Lane Closures shall be included in the calculation of the Lane Closure in Part B, Section 5 of this Schedule 37.

APPENDIX A

BRT LANE CLOSURE REPORT SUBMITTAL REQUIREMENTS

Total BRT Lane Closure Summary	BRT Lane Target Closure		Actual BRT Lane Closures		Percent Variance between iv and ii	BRT Lane Closure Adjustment
	Number of Target Closures	Cost of BRT Lane Closure for Milestone period (calculated based on number of closures multiplied by lane closure rate)	Usage	Cost of BRT Lane Closures for Milestone period (calculated based on number of closures multiplied by cost of closures)		
	i	ii	iii	iv	v	vi
Milestone 1 Peak						
Milestone 1 Off Peak						
Milestone 1 Night						
AABRTLC Milestone 1						
Milestone 2 Peak						
Milestone 2 Off Peak						
Milestone 2 Night						
AABRTLC Milestone 2						
Milestone 3 Peak						
Milestone 3 Off Peak						
Milestone 3 Night						



AABRTLC Milestone 3						
Milestone 4 Peak						
Milestone 4 Off Peak						
Milestone 4 Night						
AABRTLC Milestone 4						
Milestone * Peak						
Milestone * Off Peak						
Milestone * Night						
AABRTLC Milestone *						
Revenue Service Availability Peak						
Revenue Service Availability Off Peak						
Revenue Service Availability Night						
AABRTLC Revenue Service Availability						

\* Milestones used shall reflect Proponents selections for Milestone Payments.

APPENDIX B

LANE CLOSURE REPORT SUBMITTAL REQUIREMENTS

Total Lane Closure Summary	Lane Target Closure		Actual Lane Closures		Percent Variance between iv and ii	Lane Closure Adjustment
	Number of Target Closures	Cost of Lane Closure for Milestone period (calculated based on number of closures multiplied by lane closure rate))	Usage	Cost of Lane Closures for Milestone period (calculated based on number of closures multiplied by cost of closures)		
	i	ii	iii	iv	v	vi
Milestone 1 Peak						
Milestone 1 Off Peak						
Milestone 1 Night						
AALC Milestone 1						
Milestone 2 Peak						
Milestone 2 Off Peak						
Milestone 2 Night						
AALC Milestone 2						
Milestone 3 Peak						
Milestone 3 Off Peak						
Milestone 3 Night						
AALC Milestone 3						

Milestone 4 Peak						
Milestone 4 Off Peak						
Milestone 4 Night						
AALC Milestone 4						
Milestone * Peak						
Milestone * Off Peak						
Milestone * Night						
AALC Milestone *						
Revenue Service Availability Peak						
Revenue Service Availability Off Peak						
Revenue Service Availability Night						
AALC Revenue Service Availability						

\* Milestones used shall reflect Proponents selections for Milestone Payments.