

Overview Report City of Ottawa - Rideau Transit Group Contractual Structure

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DISCLAIMER

Please note that in accordance with the Commission’s Rules of Procedure, the statements in this Overview Report may be challenged or supplemented through evidence led before the Commission or submissions made to the Commissioner. The Commissioner will consider all the evidence entered in the Commission’s public hearings in determining the weight to be ascribed to anything contained in the Overview Report.

1. Scope of Overview Report

1. The purpose of this overview report is to outline certain contractual terms that governed the design, build, financing, and maintenance of Stage 1 of the Ottawa Light Rail Transit (OLRT) Project.

2. The Project Agreement

The Parties

2. The City of Ottawa (City) and Rideau Transit Group (RTG) are the contracting parties to the Project Agreement¹ for Stage 1 of the OLRT Project.
3. RTG is a general partnership, formed as a special purpose entity to bid on the OLRT Project, and enter into the Project Agreement with the City. The RTG partners had the following percentage of control of RTG:
 - a. 40% ACS RTG Partner Inc.
 - b. 40% SNC RTG Partner Inc.
 - c. 20% EllisDon RTG Partner Inc.
4. A detailed diagram of the members of this general partnership, as well as the contractual and sub-contractual parties and their respective roles in the OLRT Project is attached as [Appendix A](#).

The Contracting Approach

5. The Project Agreement is a Design, Build, Finance, and Maintain (DBFM) contract. DBFMs are a type of Public-Private Partnership (P3) or Alternative Financing and Procurement (AFP) project delivery model.
6. The Project Agreement sets out the scope and Project requirements, and the parties' rights and obligations, which include that RTG is responsible for the design, construction, and maintenance of Stage 1 of the OLRT. RTG is also responsible for financing its design and construction. The City is responsible for making periodic payments during construction, and monthly service payments once the operation and maintenance stage of the Project begins.

7. Further, in accordance with the Project Agreement, RTG, as borrower, entered the Lending Agreements, including a Credit Agreement, with certain Lenders to provide financing for the construction of the Project.² RTG, the City, and the Lenders are parties to the Lenders Direct Agreement (LDA), which is Schedule 4 to the Project Agreement. Among other things, the LDA provides for rights between the parties in relation to the Security, the exercise of rights under the Security Documents, and provides the Lenders, including Senior Lenders, with “step-in-rights” to remedy breaches by RTG under the Project Agreement.³
8. The Project Agreement is modelled on aspects of Infrastructure Ontario’s precedent DBFM and other P3/AFP project agreement templates. These precedent agreements were adapted to the City’s requirements for the OLRT Project, including having regard to the Project’s scope, design, technical requirements, financing requirements, preferred risk allocation, and budget.
9. The City and RTG entered into the Project Agreement on February 12, 2013.⁴ Since that date, amendments have been made to the Project Agreement, including the following:
 - a. April 19, 2017—amended to add Schedule 43: Procurement Support Services⁵
 - b. June 21, 2017—amended to add Schedule 44: Stage 2 Additional Vehicles⁶
 - c. September 26, 2017—amended to add Schedule 45: Belfast Maintenance and Storage Facility (MSF) Expansion DBF Schedule⁷
 - d. April 24, 2019—amended to add a new Schedule 46: Stage 2 Interface and Design Management Services⁸
 - e. September 16, 2019—the Project Agreement amended and restated to reflect various impacts of Stage 2, including the maintenance of Stage 2 Additional Vehicles, the expansion of the Maintenance and Storage Facility, and Stage 2 East and Stage 2 West.⁹
10. Unless otherwise noted, the references in this overview report are to the version of the Project Agreement that includes the September 16, 2019 amendments.
11. Relevant documents (Project Agreement, amendments, other contracts, and other documentation) are listed in [Appendix B](#).

3. RTG's Subcontracts

12. RTG entered subcontracts to implement its design, build, and maintain obligations under the Project Agreement. These included:
 - a. a contract for the design and build of the OLRT Project with Ottawa Light Rail Transit Constructors (OLRTC) (the Construction Contract);¹⁰
 - b. a contract for the maintenance of the OLRT Project with Rideau Transit Maintenance General Partnership (RTM) (the Maintenance Contract);¹¹ and
 - c. an Interface Agreement with OLRTC and RTM.¹²
13. Section 9.3 of the Project Agreement obliges RTG to ensure that its subcontractors complete the subcontracted scope of the OLRT Project in the same manner and to the same extent as RTG is required to under the terms of the Project Agreement. Accordingly, the OLRTC and RTM subcontracts contained various “drop-down” terms whereby OLRTC and RTM respectively had obligations to complete the design and construction and provide maintenance works as required under the Project Agreement.
14. There is no direct contractual relationship between RTG and OLRTC's subcontractors for the supply of vehicles (Alstom Power & Transport Canada (Alstom)) or the train control system (Thales Canada Inc. (Thales)). There is also no direct contractual relationship between RTG and RTM's subcontractors for the maintenance of the system, including Alstom. However, the obligations for these works as required by the Project Agreement were set out in back-to-back contractual agreements, as set out below.

OLRTC

15. RTG entered into the Construction Contract with OLRTC for the design and construction work for the OLRT Project.¹³
16. OLRTC is an unincorporated joint venture consisting of three members:
 - a. Dragados Canada, Inc.
 - b. EllisDon Corporation
 - c. SNC-Lavalin Constructors (Pacific) Inc.

The relationship between these members is governed by a Joint Venture Agreement.

17. The RTG partners (ACS RTG Partners Inc, SNC RTG Partners Inc., and Ellis Don RTG Partners Inc.) are related corporations to OLRTC's members Dragados Canada (the construction arm of ACS Group), SNC-Lavalin Constructors (Pacific) Inc., and EllisDon Corporation.
18. The Construction Contract makes OLRTC responsible for the "CC Activities", which include, amongst other things, the delivery of vehicles, the train control system, and the design and construction of the system infrastructure including the guideway and the stations. OLRTC entered into subcontracts with:
 - a. Alstom, for the delivery of vehicles;¹⁴
 - b. Thales, for the train control system;¹⁵ and
 - c. RTG Engineering Joint Venture (RTG EJV), a joint venture between SNC-Lavalin Inc. and MMM Group Limited, for design and engineering services.¹⁶
19. The Service Agreement between OLRTC and RTG EJV required RTG EJV to provide all professional, technical, and supervisory personnel, services, equipment, materials, and supplies necessary to prepare and provide the design concept, the design, and the plans and specifications. This includes all related work to enable OLRTC to perform the construction works specified in the Construction Contract. The scope of services is described in Appendix B of the Service Agreement.
20. As the prime contractor, OLRTC remained responsible for the performance of its subcontractors and for the overall systems integration of the OLRT project, including those systems provided by Alstom, Thales, and RTG EJV.

RTM

21. RTG entered into the Maintenance Contract with RTM. RTM entered into a further maintenance subcontract with Alstom on September 16, 2019, to carry out and perform specified maintenance activities.¹⁷ The maintenance contract activities include the following:

- a. Performance of maintenance services;
- b. Lifecycle obligations in respect of the replacement, refreshment and/or refurbishment of fixed facilities, vehicles, and vehicle equipment; and
- c. All other obligations of the maintenance subcontractor under this agreement.¹⁸

4. Risk Transfer under the Contracts

22. The Project Agreement allocated project risks between RTG and the City.
23. The Construction Contract transferred much of the risk for design and construction from RTG to OLRTC, subject to certain exceptions outlined in the Construction Contract.
24. The Maintenance Contract transferred much of the risk for maintenance from RTG to RTM, subject to certain exceptions outlined in the Maintenance Contract.

Delays

25. The Project Agreement addresses construction schedules, milestones of construction completion, and risk allocation for various events which may result in project delays.
26. The Project Agreement set May 24, 2018 as the date for Revenue Service Availability (RSA). This was the date on which RTG was required to have received certification that the OLRT Project had met the RSA criteria per section 1.559 of Schedule 1 of the Project Agreement.¹⁹ Five days after certification for RSA, RTG was entitled to be paid the RSA payment.²⁰
27. If RTG failed to achieve RSA on a date on which RTG notified the City that RSA would be achieved (and any subsequently proposed dates for RSA), the City was entitled to \$1,000,000 in liquidated damages and the setting of a new RSA date. If there was a dispute over the achievement of RSA, no damages were payable by RTG unless the dispute was resolved in favour of the City.²¹
28. The Construction Contract between RTG and OLRTC included the same Required Revenue Service Availability date of May 24, 2018. Failure to achieve certification of RSA by this date required OLRTC to pay to RTG the following:

- a. **Delay Liquidated Damages** which, dependent on circumstances, could be up to \$125,000 per day for each day or part of a day that elapsed between the Construction Contract's required RSA date and actual RSA.
 - b. **Increased Interest Costs**, which is the incremental amount of interest on the amount payable to the short-term lenders due to the delay in RTG receiving the applicable payment from the City as a result of the delay in achieving RSA.
29. Once Revenue Service Commencement was achieved, passenger service to the public on Stage 1 of the Project could commence. Achieving Revenue Service Commencement also marked the start of the Maintenance Term. When the system entered the Maintenance Term, RTG became eligible for Monthly Service Payments.²²

Delays and Compensation Events

30. Both the Project Agreement and the Construction Contract include provisions that allow for RTG and OLRTC, respectively, to be granted extra time, monetary compensation, or both if certain events occur during construction. Those events are enumerated in the Project Agreement and include: Delay Events, Compensation Events, Relief Events, and Force Majeure Events. The relief to which a party may be entitled upon the occurrence of one of these events is also set out in the Project Agreement:
 - a. **Delay Events** describe risks allocated to the City under the Project Agreement that delay RTG in carrying out its obligations under the Project Agreement. Where a Delay Event occurs, an extension of time is granted to RTG equal to the length of the delay (but does not extend the overall Project Term).²³
 - b. **Compensation Events** describe risks allocated to the City under the Project Agreement, and are Delay Events where RTG incurs a direct loss or expense, whether or not the event also caused a Project delay. If a Compensation Event occurs, RTG may be entitled to both an extension of time and additional costs to put it in the same place it would have been if the Compensation Event had not occurred.²⁴
 - c. **Relief Events** describe risks allocated to both the City and RTG under the Project Agreement. The occurrence of a Relief Event entitles a party to seek relief from the other party for non-compliance with their obligations under the Project Agreement. RTG may also be entitled to limited monetary relief, such as payment equal to the Senior Debt Service Amount payable under

the Lending Agreements during the period of delay caused by a Relief Event.²⁵

- d. **Force Majeure Events** are a closed list of risks allocated to both the City and RTG under the Project Agreement, if the occurrence of a Force Majeure Event makes it impossible for the City or RTG to fulfil their contractual commitments. In the event a Force Majeure Event the parties are relieved from liability under the Project Agreement, to the extent that the Force Majeure Event made compliance impossible. When a Force Majeure Event is also a Delay Event, RTG is entitled to limited monetary relief.²⁶
31. An occurrence in which geotechnical risk is realized is not a defined Delay Event or Compensation Event, with certain exceptions enumerated in the Project Agreement, including where the City did not share relevant information in its possession.
 32. RTG is required to mitigate the impact of Delay Events and Compensation Events under the Project Agreement. The party claiming relief for a Relief Event or Force Majeure Event is required to mitigate the consequences of such Events.
 33. There have been a number of claims for delay and/or compensation during the delivery of the contracted work.²⁷

Limitations of Liability and Guarantors

34. The Construction Contract sets out a number of liability caps (limits) in relation to the price of the contract, including the following, which are related:
 - a. **Delay Damages Subcap:** Related to delay damages, the aggregate liability of OLRTC to RTG was limited to an amount equal to 8% of the contract price.
 - i. Delay damages means delay liquidated damages, non-refundable milestone delay damages, refundable milestone delay damages, and increased interest costs.
 - ii. This delay damage subcap is equal to approximately \$145 million prior to any adjustments to contract price.
 - iii. The delay damages subcap is a subset (or portion) of the construction contract liability cap (described below).
 - b. **Construction Contract Liability Cap:** The maximum aggregate liability of OLRTC under the Construction Contract and the Interface Agreement, including any delay damages, was limited to an amount equal to 40% of the

contract price. This liability cap is equal to approximately \$725 million prior to any adjustments.

35. The Project Agreement also sets a liability cap of \$1 million in liquidated damages as the sole recourse for failure to achieve RSA.
36. RTG is also the beneficiary of construction parent company guarantees from Dragados SA, EllisDon Inc., and SNC-Lavalin Group Inc. The Project Agreement provides for different limits on liability and guarantees on the arrangements between RTG and the City.

5. Overview of Additional Project Agreement Provisions

37. The sections below generally describe some of the provisions in the Project Agreement and the Construction Contract provisions related to:
 - a. Commissioning and Completion
 - b. Variations and Extensions
 - c. Dispute Resolution
 - d. Failure to maintain schedule
 - e. Reporting
 - f. Poor Performance

Commissioning and Completion

38. The Project Agreement sets out requirements for commissioning and completion. Commissioning describes the process by which RTG demonstrates that it has completed its work in accordance with the requirements of the Project Agreement, and the system is ready for service. Commissioning includes (but is not limited to) activities such as testing, verifying that the systems and vehicles are complete and operational subject to minor deficiencies, and training on the use and operations of the system. Relevant parts of the Project Agreement include:
 - a. Section 26, which provides an overview of the commissioning and certification processes;²⁸
 - b. Schedule 1, which sets out the definition of key terms related to commissioning and completion, including the criteria for Substantial Completion and RSA, and the requirement for certification to be made by third parties, namely the Independent Certifier and the Safety Auditor;²⁹

- c. Schedule 6, which outlines the scope of the Independent Certifier's role on the OLRT Project, including with respect to commissioning and certification;³⁰ and
 - d. Schedule 14, which sets the roles of RTG, the City, and third parties in the commissioning of the project.³¹
39. The Construction Contract contains drop-down terms from the Project Agreement, requiring OLRTC to perform all RTG commissioning and to support and facilitate the performance of all required commissioning by the City.³²
40. Upon achieving RSA, RTG became entitled to an RSA payment of roughly \$202 million from the City.³³
41. When the system achieved Revenue Service Completion, the Project entered the Maintenance Term. During the Maintenance Term the City is required to make Monthly Service Payments to RTG, subject to the terms of the Project Agreement.³⁴

Variations and Extensions

42. Section 39.1 and Schedule 22 of the Project Agreement set out a detailed process for how either the City or RTG may initiate requests for variation. A "Variation" under the Project Agreement means a variation, addition, reduction, substitution, omission, modification, deletion, removal, or other change to the Project Scope. The Variation process includes: notice requirements; the provision of cost, time, and other estimates; and procedures to value and price variations. Variations may provide for schedule changes, monetary changes, or both.³⁵ Most routine variations, however, do not require an amendment to the Project Agreement.³⁶
43. Schedule 38 of the Project Agreement outlines a process by which the City can seek to implement a System Extension during the Project Term. Schedule 38 allows the City to either negotiate with RTG or a different contractor, to implement either an Integrated or Non-Integrated System Extension.³⁷

Dispute Resolution Procedure

44. Schedule 27 of the Project Agreement sets out the dispute resolution procedure (DRP). The DRP requires the parties to try to resolve Disputes by amicable

negotiations at the lowest level of management before engaging the more formal processes in the DRP, including escalating levels of negotiation. If required, the DRP includes mechanisms for referring certain disputes to for resolution by way of adjudication, arbitration, or litigation.³⁸

45. Disputes related to the Construction Period must initially be submitted to the Independent Certifier for independent determination of the dispute.³⁹

Failure to Maintain Schedule

46. Both the Project Agreement and the Construction Contract include provisions that may be triggered if and when a party has fallen significantly behind the works schedule.
47. Section 22.3 of the Project Agreement provides that in the event that the City believes RTG has significantly fallen behind its Work Schedule, and the City issues a Failure to Maintain Schedule Notice, RTG must deliver a report to the City and the Independent Certifier outlining the reason for delay, and a plan identifying the steps that RTG intends to take to eliminate or reduce the delay.
48. These terms drop down into the Construction Contract, and RTG can request a corresponding report from OLRTC. Section 6.5 of Part 1 of the Construction Contract additionally allows RTG to request an acceleration of construction from OLRTC at RTG's cost.

Reporting

49. RTG has ongoing responsibilities to provide regular reporting to the City throughout the construction and maintenance phases of the Project. Among other things, RTG is required to attend and provide regular updates to:
 - a. **The Project Works Committee** that consisted of City and RTG representatives, who attend regular meetings to review the progress of construction on the Project and address construction issues;⁴⁰ and
 - b. **The Maintenance Committee** that consists of City and RTG representatives, who attend regular meetings to review: performance of Maintenance Services; compliance with Output Specifications, including

safety, reliability, and quality matters; and any issues arising during the Maintenance Term.⁴¹

50. RTG also has ongoing reporting duties on all aspects of its obligations under the Project Agreement. By way of example, RTG is required to provide the City:
- a. Monthly work reports;
 - b. Works schedules, which are to be updated monthly; and
 - c. Performance monitoring reports.

Poor Performance

51. The Project Agreement contains various tools to address poor performance or non-compliance of RTG. By way of example, these include:
- a. The obligation to address City comments on Works Submittals in accordance with Schedule 10 of the Project Agreement, Review Procedure;⁴²
 - b. Failure to Maintain and other notices;⁴³
 - c. Compliance with reports issued by the Independence Certifier or Safety Auditor in order to achieve a Milestone Acceptance Certificate, the Substantial Completion Certificate, or Revenue Service Availability Certificate;⁴⁴
 - d. Increased monitoring rights;⁴⁵
 - e. Exercise by the City of Remedial Rights, including the right to require RTG to terminate and replace its subcontractors and/or utilize a City selected subcontractor;⁴⁶
 - f. Warning Notices and Monitoring Notices;⁴⁷ and
 - g. Application of Failure Points and Deductions in accordance with Schedule 20, the Payment Mechanisms of the Project Agreement, in respect of performance during the Maintenance Term.⁴⁸
52. The Project Agreement also has an “Event of Default” regime, which enumerates a closed list of circumstances that can lead to a RTG Event of Default.⁴⁹ In the event of a RTG Event of Default, RTG’s lenders have “step-in-rights” as set out in Schedule 4 of the Project Agreement.⁵⁰
53. The Construction Contract also includes various provisions to address poor performance and non-compliance.

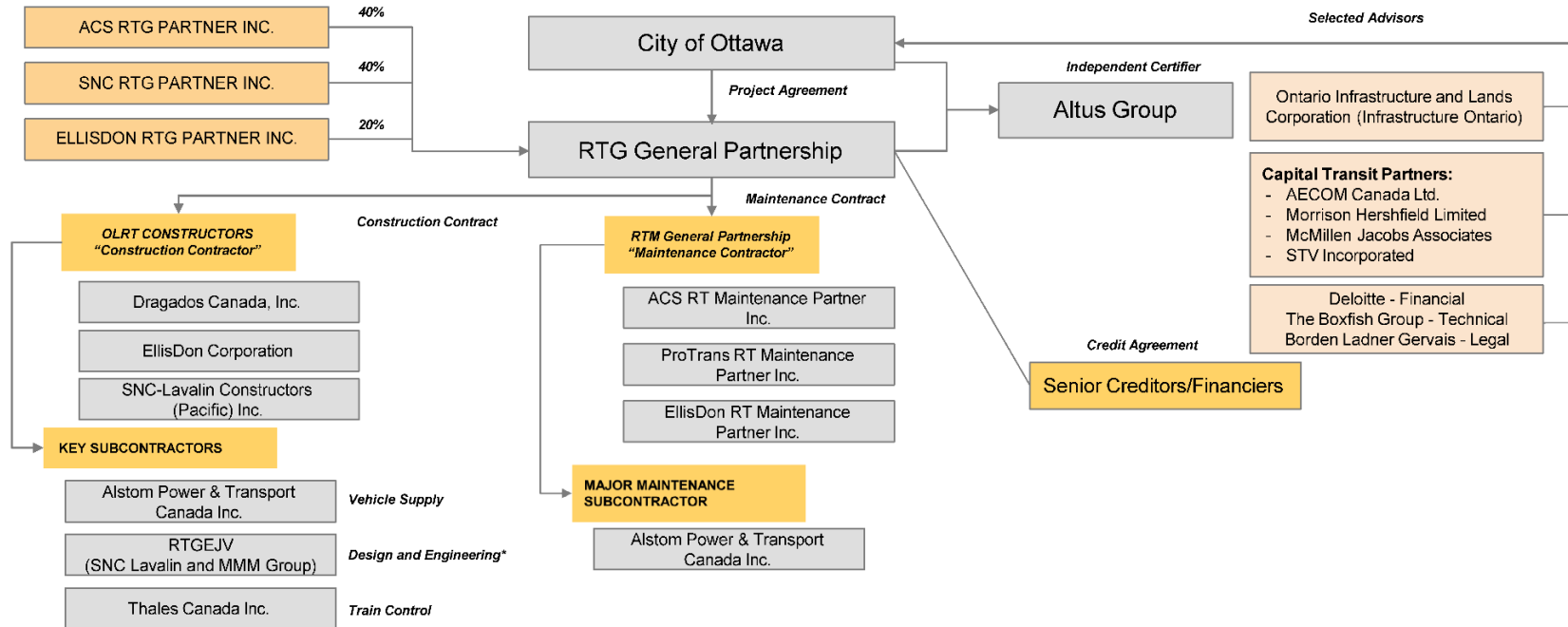
NOTES

- ¹ All capitalized terms not otherwise defined in this overview report have the meanings as defined in the Project Agreement.
- ² Rideau Transit Group General Partnership et al., *Credit Agreement—Ottawa Light Rail Transit Project*, February 12, 2013. (COM0001307)
- ³ City of Ottawa, *Schedule 4 to Project Agreement: Ottawa Light Rail Transit Project – Lenders Direct Agreement*. (COM0000162)
- ⁴ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*. (COM0000158)
- ⁵ City of Ottawa. *Schedule 43 to Project Agreement - Procurement Support Services*. (COM0000200)
- ⁶ City of Ottawa. *Schedule 44 to Project Agreement - Stage 2 Additional Vehicles*. (COW0000335)
- ⁷ City of Ottawa. *Schedule 45 to Project Agreement - Belfast MSF Expansion DBF Schedule*. (COM0000201)
- ⁸ City of Ottawa. *Schedule 46 to Project Agreement - Interface and Design Management Services*. (COM0000202)
- ⁹ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*. (COM0000158)
- ¹⁰ Rideau Transit Group General Partnership and OLRT Constructors, *Ottawa Light Rail Transit Project: Construction Contract*, February 12, 2013. (ALS0006570)
- ¹¹ Rideau Transit Group General Partnership and Rideau Transit Maintenance General Partnership, *Ottawa Light Rail Transit Project: Maintenance Contract*, February 12, 2013. (RTC02549937)
- ¹² Rideau Transit Group General Partnership, OLRT Constructors, and Rideau Transit Maintenance General Partnership, *Ottawa Light Rail Transit Project: Interface Agreement*, February 12, 2013. (RTG00150454)
- ¹³ RTG and OLRT Constructors, *Construction Contract*. (ALS0006570)
- ¹⁴ OLRT Constructors and Alstom. *Subcontract Agreement Relating to the Supply of Rail Vehicles for the Ottawa Light Rail Transit Project*. February 12, 2013. (ALS0007792).
- ¹⁵ OLRT Constructors and Thales Canada Inc., *Subcontract Agreement Relating to the Supply of Automatic Train Control Systems Subcontracted Works for the Ottawa Light Rail Transit Project*, February 12, 2013. (COMH0000011)
- ¹⁶ OLRT Constructors and RTGE Joint Venture, *Ottawa Light Rail Transit Project: Services Agreement No. 001-SA-01*, March 15, 2013. (COM0001993)

- ¹⁷ Rideau Transit Maintenance General Partnership and Alstom Transport Canada Inc., *Ottawa Light Rail Transit Project: Amended and Restated Maintenance Subcontract*, September 16, 2019. (RTG00607891.0001)
- ¹⁸ RTM and Alstom, *Amended and Restated Maintenance Subcontract*. see MSC Attachment 1, section 1.96. (RTG00607891.0001)
- ¹⁹ City of Ottawa, *Schedule 1 to Project Agreement: Ottawa Light Rail Transit Project*, at section 1.559. (COM0000641)
- ²⁰ City of Ottawa, *Schedule 1 to Project Agreement: Ottawa Light Rail Transit Project*, at section 1.564. (COM0000641)
- ²¹ City of Ottawa, *Schedule 1 to Project Agreement: Ottawa Light Rail Transit Project*, at section 1.363. (COM0000641)
- ²² City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restatement Project Agreement: Ottawa Light Rail Transit Project* at section 34.4. (COM0000158)
- ²³ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restatement Project Agreement: Ottawa Light Rail Transit Project* at sections 40.1(a), 40.2. (COM0000158)
- ²⁴ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restatement Project Agreement: Ottawa Light Rail Transit Project* at section 41.1. (COM0000158)
- ²⁵ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restatement Project Agreement: Ottawa Light Rail Transit Project* at sections 43.1., 43.2. (COM0000158)
- ²⁶ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restatement Project Agreement: Ottawa Light Rail Transit Project* at section 44.2. (COM0000158)
- ²⁷ Specific examples of claims for delay and/or compensation are provided in [Appendix B](#).
- ²⁸ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restatement Project Agreement: Ottawa Light Rail Transit Project* at section 26. (COM0000158)
- ²⁹ City of Ottawa, *Schedule 1 to Project Agreement: Ottawa Light Rail Transit Project*, at sections 1.559-1.564. (COM0000641)
- ³⁰ City of Ottawa, *Schedule 6 to Project Agreement: Ottawa Light Rail Transit Project*. (COM0000164)
- ³¹ City of Ottawa, *Schedule 14 to Project Agreement: Ottawa Light Rail Transit Project*. (COM0001123)
- ³² Rideau Transit Group General Partnership and OLRT Constructors, *Ottawa Light Rail Transit Project: Construction Contract*, February 12, 2013, section 26.1 and Part 2. (ALS0006570)
- ³³ City of Ottawa, *Schedule 1 to Project Agreement: Ottawa Light Rail Transit Project*, at section 1.563. (COM0000641)
- ³⁴ City of Ottawa, *Schedule 1 to Project Agreement: Ottawa Light Rail Transit Project*, at sections 1.559-1.564. (COM0000641)
- ³⁵ City of Ottawa, *Schedule 22 to Project Agreement: Ottawa Light Rail Transit Project* (COM0000183)
- ³⁶ City of Ottawa, *Schedule 22 to Project Agreement: Ottawa Light Rail Transit Project; Variation Procedure*. (COM0000183)

- ³⁷ City of Ottawa, *Schedule 38 to Project Agreement: Ottawa Light Rail Transit Project; Extension and Additional Phases*. (COM0000187)
- ³⁸ City of Ottawa, *Schedule 27 to Project Agreement: Ottawa Light Rail Transit Project; Dispute Resolution Procedure*. (COM0000195)
- ³⁹ City of Ottawa, *Schedule 27 to Project Agreement: Ottawa Light Rail Transit Project; Dispute Resolution Procedure*, section 4. (COM0000195)
- ⁴⁰ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, section 11. (COM0000158)
- ⁴¹ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, section 12. (COM0000158)
- ⁴² City of Ottawa. *Schedule 10 to the Project Agreement: Ottawa Light Rail Transit Project*, section 8. (COM0001095)
- ⁴³ Rideau Transit Group General Partnership et al., *Credit Agreement: Ottawa Light Rail Transit Project*, February 12, 2013, s. 10.18. (COM0001307)
- ⁴⁴ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, section 26.2. (COM0000158)
- ⁴⁵ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, section 21.2. (COM0000158)
- ⁴⁶ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, sections 32.1, 32.3(a). (COM0000158)
- ⁴⁷ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, sections 31.3, 31.4. (COM0000158)
- ⁴⁸ City of Ottawa. *Schedule 4 to the Project Agreement: Ottawa Light Rail Transit Project*, section 8. (COM0000162)
- ⁴⁹ City of Ottawa and Rideau Transit Group General Partnership, *Amended and Restated Project Agreement: Ottawa Light Rail Transit Project*, section 45. (COM0000158)
- ⁵⁰ City of Ottawa. *Schedule 4 to the Project Agreement: Ottawa Light Rail Transit Project*, section 8. (COM0000162)

Appendix A: Detailed Diagram of Contractual Parties and their Respective Roles



* RTGJEV is not a contractual key subcontractor but has been identified as an important subcontract through informal interview

Appendix B: Relevant Documentation on the Contractual Structure

Project Agreement

Document Title	Document ID
Project Agreement	COM0000158
Schedule 6: Independent Certifier Agreement	COM0000164
Schedule 22: Variation Procedure	COM0000183
Schedule 27: Dispute Resolution Procedure	COM0000187
Schedule 38: Extension of Additional Phases	COM0000195
Schedule 43: Procurement Support Services	COM0000200
Schedule 44: Stage 2 Additional Vehicles	COW0000335
Schedule 45: Belfast Maintenance and Storage Facility (MSF) Expansion DBF Schedule	COM0000201
Schedule 46: Stage 2 Interface and Design Management Services	COM0000202

Contracts and Other Agreements

Document Title	Document ID
Project Agreement - Amended and restated to reflect various impacts of Stage 2	COM0000158
Construction Contract	ALS0006570
Maintenance Contract	RTC02549937
Credit Agreement	COM0001307
Interface Agreement	RTG00150454
Services Agreement	COM0001993
Subcontract Agreement for Rail Vehicles	ALS0007792

Subcontract Agreement for Automatic Train Control Systems	COMH0000011
Subcontract Agreement for Maintenance	RTG00607891.0001

Specific Examples of Claims for Delay and/or Compensation

Document Title	Document ID
Compensation Event Claim for Variation Enquiry #7: Underground Fuel Tank at 767 Belfast Road	MHH0099231
Waller St. Claim	RTG00606234; RTG00606234.0001; RTG00606234.0002; RTG00606234.0003
Enbridge Gas Line Claim	RTC04466979.0001
Variation Certificate #032: Extension of Time Delay Claim till May 2019 (Thales)	THC0000124
Extension of Time (EOT) Further Delay Claim: April to May 2019 (Thales)	THC0000143
Extension of Time (EOT) Further Delay Claim: June to August 2019 (Thales)	THC0000138
Minimum Delay Claim Estimate: Maintenance and Storage Facility Commissioning (Thales)	THC0000144
LRV41 Notice of Potential Delay Claim: Response (Thales)	THC0000142