### **SCHEDULE 34**

### **MOBILITY MATTERS**

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#### PART A MOBILITY MATTERS – BUS RAPID TRANSIT LANE CLOSURES

#### 1. **DEFINITIONS**

In this Schedule 34, the following definitions shall have the following meanings:

- 1.1 "Aggregate Actual Bus Rapid Transit Lane Closures" or "AABRTLC" means the actual number of BRT lanes, measured in hours per hour type ("Peak", "Off Peak", "Night"), or portions thereof that are closed for each monthly period.
- 1.2 "Aggregate Actual Bus Rapid Transit Lane Closures Cost" or "AABRTLCC" means the total cost of BRT Lane Closures, calculated to be the multiplication of number of hours of AABRTLC and the relevant Unit Rate Price.
- 1.3 "Aggregate Bus Rapid Transit Target Lane Closures" or "ABRTTLC" means the total BRT target Lane Closures, measured in hours per hour type ("Peak", "Off Peak", "Night"), which,
  - (a) are set forth in the BRT Lane Closure Target Letter submitted by DB Co at Commercial Close and which has been accepted by the City; and
  - (b) include and account for all requirements of Schedule 15 Output Specifications.
- 1.4 "Aggregate Bus Rapid Transit Target Lane Closure Cost" or "ABRTTLCC" means the total cost of the target Lane Closures, calculated to be the multiplication of number of hours of ABRTTLC and the relevant Unit Rate Price, as set forth in the BRT Lane Closure Target Letter submitted by DB Co at Commercial Close and which has been accepted by the City.
- 1.5 **"BRT Lane"**, means any lane within the City of Ottawa reserved for use by buses only.
- "BRT Lane Closure" means any reduction in width, obstruction, or closure of a BRT Lane to bus traffic along any segment, as a result of DB Co's construction activities, as described below. All partial width reductions, obstructions, or closures along a segment will be considered a full Lane Closure, with the exception of localized lane shifts as described in Section 1.6 (d) below. 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 segment. "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". BRT Lane Closures will no longer be in effect once West Substantial Completion has been achieved.
  - (a) Bus rapid transit segments
    - (i) Tunney's Pasture Station to Dominion Station (BRT-W-1);
    - (ii) Dominion Station to Sir John A MacDonald Parkway 400m west of Dominion Station (BRT-W-2);

- (iii) Sir John A MacDonald Parkway 400m west of Dominion Station to 550m north of Lincoln Fields Station (BRT-W-3); note, this segment does not have any dedicated BRT lanes;
- (iv) Sir John A MacDonald Parkway 550m north of Lincoln Fields Station to Lincoln Fields Station (BRT-W-4);
- (v) Lincoln Fields Station to Queensway Station (BRT-W-5);
  - A. Portions of this segment are common to BRT-SW-2. BRT-W-5 shall consist only of those elements that are unique to the connection between Lincoln Fields Station and Queensway Station; common elements shall be part of segment BRT-SW-2.
- (vi) Lincoln Fields Station to Iris Station (BRT-SW-2);
- (vii) Iris Station to Baseline Station (BRT-SW-1);
- (viii) Queensway Station to Pinecrest Station (BRT-W-6);
- (ix) Pinecrest Station to Bayshore Station (BRT-W-7);
- (x) Bayshore Station to Holly Acres Road (BRT-W-8);
- (xi) Holly Acres Road to Moodie LMSF (BRT-W-9)
- (xii) Blair Station to OR 174 500m east of Transitway overpass (BRT-E-1);
- (xiii) OR 174 500m east of Transitway overpass to 800m east of Montreal Road (BRT-E-2);
- (xiv) OR 174 800m east of Montreal Road to 800m east of Jeanne d'Arc (BRT-E-3); and
- (xv) OR 174 800m east of Jeanne d'Arc to Place d'Orleans Station (BRT-E-4).
- (xvi) OR 174 Place d'Orleans Station to Trim Station (BRT-E-5); note, this segment does not have any dedicated BRT lanes
- (b) DB Co shall include as a BRT Segment any BRT Lane not defined in this Schedule 34 where a need for the closure of a BRT Lane has been identified.
- (c) BRT Lane Closures will no longer be in effect for segments BRT-E-1, BRT-E-2, BRT-E-3 and BRT-E-4 once East Substantial Completion has been achieved.
- (d) Localized deviations of Transitway lanes, that do not result in an increase in travel times greater than [REDACTED] within a given BRT segment, and only where a minimum of one travel lane is provided in each direction of travel, shall not be considered "BRT Lane Closures" for the purposes of Schedule 34 Mobility Matters.

- (i) The combined total increase in travel times due to localized deviations shall not exceed [REDACTED] simultaneously in the following combinations of BRT segments:
  - (A) BRT-W-1, BRT-W-2, BRT-W-3, BRT-W-4, BRT-W-5, BRT-W-6, BRT-W-7, BRT-W-8, BRT-W-9;
  - (B) BRT-W-1, BRT-W-2, BRT-W-3, BRT-W-4, BRT-SW-1, BRT-SW-2;
  - (C) BRT-E-1, BRT-E-2, BRT-E-3, BRT-E-4, BRT-E-5.
- (ii) Any localized deviation causing the travel time increase to exceed **[REDACTED]** in any of the combinations of BRT segments noted in (i) above shall be considered as a BRT Lane Closure for the purposes of Schedule 34 Mobility Matters.
  - (A) The combinations of BRT segments noted in (i) above shall not include BRT segments that have been permanently closed.
- 1.7 **"Bus Rapid Transit Lane Closure Adjustment"** or **"BRTLCA"** means the deduction which may be made by the City from DB Co (which amount will be deducted from the West Substantial Completion Payment) as calculated pursuant to Section 5 of this Part A of this Schedule 34.
- 1.8 **"Bus Rapid Transit Lane Closure Adjustment Offset"** or **"BRTLCAO"** means the amount of money that DB Co can use to reduce the BRTLCA, if applicable, as calculated pursuant to Section 5 of this Part A of this Schedule 34.
- 1.9 "Bus Rapid Transit Lane Closure Analysis Report" has the meaning given to it in Section 2.3.
- 1.10 "Bus Rapid Transit Lane Closure Measurement and Verification Plan" has the meaning given to it in Article 6.2 (k) of Part 7 Traffic and Transit Management and Construction Access to Schedule 15-2 Design and Construction Requirements of the Project Agreement. This plan shall outline the means by which the Independent Certifier shall perform their review of the lane closures as described in Section 3.5.
- 1.11 "Bus Rapid Transit Lane Closure Target Letter" means the letter set out in Appendix C.
- 1.12 "Mobility Matters Review Meeting" has the meaning given in Section 3.6.
- 1.13 "Monthly Bus Rapid Transit Lane Closure Adjustment Contribution" means the value for any given month that shall contribute to the Bus Rapid Transit Lane Closure Adjustment as calculated pursuant to Section 5.
- 1.14 "Monthly Peak Hour BRT Lane Interruption Report" means a report to be submitted on a monthly basis (at the same time as the BRT Lane Closure Analysis report) outlining all Peak Hour Bus Rapid Transit Interruptions and their costs, as defined in Section 6.
- 1.15 "Peak Hour Bus Rapid Transit 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 interruptions caused by the actions of DB Co or their subcontractors. Peak Hour BRT Interruptions as defined above are not included in AABRTLC.

1.16 "Unit Rate Price" means the price for each BRT Segment of BRT Lane Closure as set in Appendix B. The prices are hourly rates, based on time of day.

#### 2. CONTENT AND FORMAT OF THE LANE CLOSURE ANALYSIS REPORT

- 2.1 DB Co shall quantify its projected occupation of BRT Lanes on City roadways on the basis of the formulae and procedures contained in this Schedule 34. DB Co shall monitor its occupation of the BRT lanes on a monthly basis.
- 2.2 BRT Lane Closures on Highway 417 shall not be considered as part of this Schedule 34, except for Peak Hour Bus Rapid Transit Interruptions as described in Section 6.
- DB Co shall deliver to the City a report summarizing the findings of AABRTLC (the "BRT Lane Closure Analysis Report"), on a monthly basis, no later than 5 Business Days after the end of each month.
- 2.4 DB Co shall include copies of all documents required to fully support the BRT Lane Closure Analysis Report.
- 2.5 The BRT Lane Closure Analysis Report shall, at a minimum, include the following information for the relevant month:
  - (a) using the template shown in Appendix A to this Schedule, a summary of target and actual BRT Lane Closures by BRT Segment, time, date and duration, indicating Peak, Off Peak or Night, including any exceptional changes forecasted for the upcoming monthly period (being changes of plus or minus [REDACTED]% in any BRT segment, for Peak, Off Peak or Night periods);
  - (b) projected BRT Lane Closures for the remaining duration of the Construction Period along with trends and potential risks associated with these BRT Lane Closures;
  - (c) accurate and precise data in support of the items set out in Sections 2.5(a) and 2.5(b);
  - (d) presentation of AABRTLC and the AABRTLCC for the applicable month, and on a cumulative basis as of the applicable month;
  - (e) establishment of a basis for continued monitoring of BRT Lane Closures and adjustments to the AABRTLC;
  - (f) outline of any outstanding issues from any previous BRT Lane Closure Analysis Reports and mitigating strategies to address those issues;
  - (g) adjustments to the ABRTTLC and the ABRTTLCC for the applicable month, and on a cumulative basis as of the applicable month;

- (h) DB Co's estimate of the Monthly BRT Lane Closure Adjustment Contribution;
- (i) measurement and verification of BRT Lane Closures in accordance with Lane Closure Measurements and Verification Plan in Section 3.5; and
- (j) summary tables from all previous BRT Lane Closure Analysis Reports delivered by DB Co to the City.
- 2.6 Following the review and acceptance of the final BRT Lane Closure Analysis Report by the City Representative, the data set out in the BRT Lane Closure Analysis Report will be used by the City to determine the Monthly BRT Lane Closure Adjustment Contribution.

# 3. PROCEDURES FOR DETERMINING MONTHLY BRT LANE CLOSURE ADJUSTMENT CONTRIBUTIONS

- 3.1 The City shall not consider the following closures of BRT Lanes to be BRT Lane Closures for the purposes of this Schedule 34, and such closures of lanes shall not contribute to the Monthly Lane Closure Adjustment Contribution:
  - a) where an existing BRT Lane width is less than the minimum lane width requirements during construction, specified Schedule 15-2 Part 7 Table 7-1.3, maintaining the lane as open for BRT operations at its existing width.
- 3.2 The City shall assess DB Co for the cost of BRT Lane Closures based on the total BRT Lane Closures that occur during Peak, Off Peak, and Night hours. All BRT Lane Closures shall be included in the calculation of the Monthly BRT Lane Closure Adjustment Contribution as provided in Section 5.
- 3.3 The ABRTTLC shall form the benchmark for calculating the BRT Lane Closure cost with respect to the AABRTLC. The AABRTLCC shall be used to calculate the Monthly BRT Lane Closure Adjustment Contribution. The ABRTTLC shall not be amended, altered or adjusted except by the process described in Section 4.
- 3.4 [Not used]
- 3.5 The measurement and verification of BRT Lane Closure shall be performed by the Independent Certifier. No later than 30 days prior to the initial planned BRT Lane Closure within any BRT Segment, DB Co shall provide the City with a BRT Lane Closure Measurement and Verification Plan. All subsequent BRT Lane Closure Analysis Reports are to be based on this plan.
- 3.6 No later than 5 Business Days following the submission of the BRT Lane Closure Analysis Report (or as agreed to between the Parties), DB Co and the City shall convene a review meeting (the "Mobility Matters Review Meeting") to be attended by the DB Co Representative and the City Representative. At the Mobility Matters Review Meeting, DB Co shall present the BRT Lane Closure Analysis Report to the City. The City and DB Co shall discuss the Aggregate Actual BRT Lane Closure for the preceding period, as well as review any proposed "localized deviations" as described in Section 1.6 (d). DB Co's measurement and verification of BRT Lane Closure(s) shall be reviewed and confirmed by the City Representative.
- 3.7 DB Co shall assist the City Representative by providing information with respect to BRT Lane Closures and access to the BRT Lane Closure records, and by other means as may reasonably be required to confirm the information in the BRT Lane Closure Analysis Report. The City shall promptly give Notice to DB Co of the details of any disagreement with respect to all or any aspect of the BRT Lane Closure Analysis Report, and the Parties shall then seek to agree to any matters in dispute. The process shall be as follows:
  - (a) AABRTLC and AABRTLCC shall be determined at the Mobility Matters Review Meeting;

- (b) No later than 20 Business Days following each Mobility Matters Review Meeting, or within such period as may be otherwise agreed between the City Representative and the DB Co Representative, acting reasonably:
  - (i) The City shall confirm their acceptance of all or any aspect of the BRT Lane Closure Analysis Report; and
  - (ii) Subject to Section 4, DB Co and the City shall agree to any adjustments to the ABRTTLC and ABRTTLCC.
- (c) If the City disputes DB Co's estimate of the Monthly BRT Lane Closure Adjustment Contribution in the BRT Lane Closure Analysis Report, the City shall, no later than 10 Business Days following receipt of the BRT Lane Closure Analysis Report, or within such other period as may be agreed by the City Representative and DB Co, acting reasonably, submit an account to DB Co indicating the difference in calculation between the City's estimate and DB Co's estimate of the Monthly BRT Lane Closure Adjustment Contribution. If either DB Co or the City wish to dispute any account presented pursuant this Section 3.7(c), they must do so by written Notice to the other Party no later than 10 Business Days following receipt of such account. The City Representative and the DB Co Representative shall use reasonable efforts to resolve the dispute for an additional 10 Business Days. If there is no agreement within such 10 Business Days, then either Party may refer the matter to the Dispute Resolution Procedure.
- (d) If neither Party objects in accordance with Section 3.7(c), or, following final determination of the disputed account in accordance with Section 3.7(c), DB Co shall use the relevant Monthly BRT Lane Closure Adjustment Contribution to determine the BRT Lane Closure Adjustment. The BRT Lane Closure Adjustment shall be shown as a separate item within the invoice for the West Substantial Completion Payment.
- 3.8 For the purpose of calculating the BRT Lane Closure Adjustment, the calculation shall be completed no later than 60 days prior to the Scheduled West Substantial Completion Date (or at a later date as mutually agreed to by the City Representative and DB Co), comparing the total AABRTLCC of each BRT Segment for the entire Construction Period to the total ABRTTLCC for that same road BRT segment for the entire Construction Period. If, subsequent to this calculation being completed, there is a change to the Scheduled West Substantial Completion Date, DB Co shall amend their Lane Closure Target (in accordance with Section 4 of this Schedule 34) and the BRT Lane Closure Adjustment. For clarity, over-performance of any one BRT Segment cannot be added to underperformance of any other, with the exception of the BRT Lane Closure Adjustment Offset, as outlined in Section 5.2 below.

# 4. PROCESS FOR AMENDING THE AGGREGATE TARGET LANE CLOSURE AND ASSOCIATED COST

- 4.1 In all cases, changes to the ABRTTLC and ABRTTLCC must be consistent with the principles outlined in the TTMP. Changes proposed must provide reference to the TTMP or a site-specific Traffic Control Plan (as defined in Schedule 15-2 Part 7).
- DB Co and the City shall, acting reasonably, agree to make any adjustments to the ABRTTLC, ABRTTLCC, AABRTLC and AABRTLCC, but only in the event of changes implemented due to

an amendment of the Project Agreement, a Relief Event that is also a Delay Event pursuant to Section 32.1 (a) (xi) of the Project Agreement, or a Variation that would cause BRT Lane Closure changes. The City, at its discretion, may allow a revision to the Target Letters to reflect an agreed-upon change in Project Schedule, in the absence of an amendment of the Project Agreement or a Variation.

4.3 The Party requesting an amendment to the ABRTTLC in accordance with Section 4.2 shall initiate a Variation in accordance with Schedule 22 – Variation Procedure. The amended TTMP shall include a detailed analysis of the impacts to traffic and transit services, including an analysis of BRT Lane Closure requirements. The amended TTMP shall include a recommendation regarding amendments to the ABRTTLC. Both the City and DB Co shall agree to the amended ABRTTLC no later than 20 Business Days following receipt of amended TTMP. If there is no agreement within a further 10 Business Day period, then either Party may refer the matter to the Dispute Resolution Procedure.

# 5. CALCULATION OF MONTHLY BRT LANE CLOSURE ADJUSTMENT CONTRIBUTION AND LANE CLOSURE ADJUSTMENT

- 5.1 Comparing AABRTLCC to ABRTTLCC:
  - (a) After the acceptance of the final BRT Lane Closure Analysis Report described in Section 2 and prior to the Scheduled West Substantial Completion Date, DB Co shall compare the total AABRTLCC for each BRT Segment to the total ABRTTLCC for each BRT Segment, and if the AABRTLCC is more than [REDACTED]% greater than the ABRTTLCC, for any BRT Segment, then DB Co shall calculate the Monthly BRT Lane Closure Adjustment Contribution set out in Section 5.3 and deduct the amount of the BRT Lane Closure Adjustment from the West Substantial Completion Payment to be made in accordance with the Project Agreement. For clarity, the Lane Closure Adjustment deduction from the West Substantial Completion Payment shall not be subject to the limitations set out in Article 47.4 of the Project Agreement.
  - (b) If the AABRTLCC is greater than [REDACTED]% of the ABRTTLCC for any monthly period for any BRT Segment, then DB Co shall submit a detailed remediation plan no later than 10 Business Days following the end of the month to explain how it will reduce the AABRTLCC for the BRT Segment in subsequent period(s), such that the variance will not exceed the [REDACTED]% for the subsequent periods. DB Co shall present progress and achievements of the remediation plan at subsequent Mobility Matters Review Meeting(s).
- 5.2 The formula to calculate the BRT Lane Closure Adjustment Offset is set out in this Section 5.2.
  - (a) For the purposes of Section 5.2 (b), in respect of all BRT Segments for all months:
    - A = the summation of the AABRTLCC for all segments and all months
    - T = the summation of the ABRTTLCC for all segments and all months
  - (b) The BRT Lane Closure Adjustment Offset for the entire project shall be calculated as follows:

- (i)  $BRTLCAO = \{[REDACTED];$
- (ii) BRTLCAO must be greater than or equal to \$[REDACTED];
- (iii) If A > T, then BRTLCAO is  $\{REDACTED\}$ .
- 5.3 The formulae to calculate the Monthly BRT Lane Closure Adjustment Contribution are set out in this Section 5.3.
  - (a) For the purposes of Section 5.3(b), in respect of each BRT Segment:
    - A = the AABRTLCC for each BRT Segment in the relevant month
    - T = the ABRTTLCC for each BRT Segment in the relevant month
  - (b) In respect of any given month during the period leading up to West Substantial Completion for each BRT Segment:
    - (i) If A > [REDACTED]T, then Monthly BRT Lane Closure Adjustment Contribution = [REDACTED];
    - (ii) If A < T, then Monthly BRT Lane Closure Adjustment Contribution = [REDACTED]
    - (iii) If [REDACTED]T >= A >= T, then Monthly BRT Lane Closure Adjustment Contribution = \$[REDACTED]
    - (iv) if the sum of all Monthly BRT Lane Closure Adjustment Contributions in each month prior to West Substantial Completion <\$[REDACTED], then BRT Lane Closure Adjustment for that BRT Segment = \$[REDACTED]; and
    - (v) if the sum of all Monthly BRT Lane Closure Adjustment Contributions in each month prior to West Substantial Completion >\$[REDACTED], then BRT Lane Closure Adjustment for that BRT Segment = the sum of all Monthly BRT Lane Closure Adjustment Contributions in each month prior to West Substantial Completion.
  - (c) The BRT Lane Closure Adjustment for the project shall be equal to the sum of the BRT Lane Closure Adjustment for each segment, minus the BRT Lane Closure Adjustment Offset. If the calculated BRT Lane Closure Adjustment for the project is less than \$[REDACTED], then it shall equal \$[REDACTED].

### 6. PEAK HOUR BRT LANE INTERRUPTIONS

- 6.1 The City will assess DB Co for Peak Hour BRT Lane Interruptions at a cost of **\$[REDACTED]** per minute.
- Any time assessed in the cost associated with Peak Hour BRT Lane Interruptions will not be included in calculations of BRT Lane Closure Adjustments.

- 6.3 The City shall assess DB Co for the cost of Peak Hour BRT Lane Interruptions. All Peak Hour BRT Lane Interruptions shall be formulated into a Monthly Peak Hour BRT Lane Interruption Report to be submitted by DB Co with the BRT Lane Closure Analysis Report.
- Peak Hour BRT Lane Interruptions shall not be applicable after a BRT segment has been permanently closed.
- DB Co shall calculate the cost of Peak Hour BRT Interruptions and deduct this amount from the Construction Period Payment or West Substantial Completion Payment, as applicable, following the most recent Monthly Peak Hour BRT Lane Interruption report in accordance with Project Agreement Article 4 Payment, and Schedule 21 Construction Period Payments.

### 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. APPLICATION

8.1 The Lane Closure provisions of this Schedule 34 will no longer be in effect once West Substantial Completion has been achieved.

#### PART B MOBILITY MATTERS – LANE CLOSURES

#### 1. **DEFINITIONS**

In this Schedule 34, 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 monthly period, measured in hours per hour type ("Peak", "Off Peak, "Night").
- 1.2 "Aggregate Actual Lane Closures Cost" or "AALCC" means the total cost of Lane Closures.
- 1.3 "Aggregate Target Lane Closures" or "ATLC" means the total target Lane Closures, measured in hours per hour type ("Peak", "Off Peak", "Night"), which,
  - (a) are set forth in the Lane Closure Target Letter; and
  - (b) include and account for all requirements of Schedule 15 Output Specifications.
- 1.4 "Aggregate Target Lane Closure Cost" or "ATLCC" means the total cost of the target Lane Closures, as set forth in the Lane Closure Target Letter submitted by DB Co at Commercial Close and which has been accepted by the City.
- 1.5 "Arterial" has the meaning given in the City of Ottawa's Road Classification System (City of Ottawa).
- 1.6 "Blocks" are the physical units upon which Lane Closure costs are to be calculated for the purposes of this Schedule 34, and
  - (a) for any streets proposed to be occupied by DB Co are delineated between two adjacent intersections, irrespective of whether the intersections are signalized or unsignalized.
  - (b) a block will start and end at the start and end of the intersections on either side of it, but not include the intersections themselves.
  - (c) On OR 174, blocks are delineated between adjacent interchanges, at the mid-point of the road crossing OR 174, and shall include mainline lanes and ramps.

For clarity, a laneway opening shall not constitute an intersection for the purposes of this Section 1.6.

- 1.7 "Collector" has the meaning given in the City of Ottawa's Road Classification System (City of Ottawa).
- 1.8 "Federal Roadways" means roadways under the ownership and operation of the Federal Government or the National Capital Commission).
- 1.9 "High Cost Measures" means, in respect of a monthly period, discrete Lane Closure saving measures that incur capital expenditure greater than [REDACTED]% of the discrete Lane Closure savings cost.

- 1.11 "Lane Closure" or "Lane Closures" means any reduction in width, obstruction, or closure of a lane in any Block, as a result of the Works, to bus or vehicular traffic or parking and loading between two intersecting streets, including tapers, with the exception of where an equivalent facility to the one that has been closed has been provided, in accordance with Section 1.11 (g) below. All partial width reductions, obstructions, or closures within any Block 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 0630h 0930h, or 1500h 1830h. "Night" means the hours between 2200h 0500h. "Off Peak" means all other hours not defined as "Peak" or "Night". Travel lanes shall be classified as Arterial, Major Collector, Collector, Local, City Freeway (OR 174), or Federal, based on the City's Transportation Master Plan, or if they are federally owned. The following rules apply to Lane Closures:
  - (a) Lane Closures will no longer be in effect once East or West Substantial Completion (as applicable) has been achieved, or once closed lanes have been reopened in their ultimate configuration;
  - (b) lanes that have limited openings such as "local traffic only" shall be considered not available for use for the purpose of this Section 1.11;
  - (c) any reduction in width, obstruction, or closure of a lane, taking place before West Substantial Completion, that is solely as a result of a Utility Company carrying out activities with respect to its own new Utility Company Infrastructure following the handback of the applicable new Utility Company Infrastructure to such Utility Company shall be deemed not to constitute a Lane Closure or contribute to any Lane Closure for the purposes of this Schedule 34;
  - (d) any reduction in width, obstruction, or closure of a lane that is solely the result of selfperformed Utility Work by a Category 1 Utility Company shall not contribute to any Lane Closure for the purposes of this Schedule 34;
  - (e) reduction in width, obstruction, or closure of an on-street bicycle lane shall not constitute a "Lane Closure" for the purposes of this Schedule 34, provided that the traffic lane adjacent to the closed bicycle lane meets the required width for a "shared lane" as outlined in Schedule 15-2 Part 7 Table 7-1.3;
  - (f) Lane Closures shall not apply to open travel lanes that are reduced in width from their existing width where such reduced widths are specifically prescribed in Schedule 15-2 Part 2 Article 6 or Schedule 15-2 Part 7;
  - (g) where the traffic management associated with a lane closure provides an equivalent facility to the one closed with respect to a) vehicular level of service, b) truck level of service, c) transit level of service, d) lane width, e) posted speed, and f) on-road cycling facilities, such a lane closure shall not be considered a "Lane Closure" for the purposes of this Schedule 34; and
  - (h) where a roadway's ultimate configuration has fewer total lanes than its configuration at Financial Close, the affected road segments shall consider the difference in number of lanes as "closed" until East or West Substantial Completion (as applicable), even if the roadway's ultimate configuration is achieved prior to East or West Substantial Completion.

- 1.12 "Lane Closure Adjustment" or "LCA" means the deduction which may be made by The City from DB Co (which amount will be deducted from the West Substantial Completion Payment) as calculated pursuant to Section 5.
- 1.13 "Lane Closure Analysis Report" has the meaning given to it in Section 2.3.
- 1.14 "Lane Closure Measurement and Verification Plan" has the meaning given to it in Section 6.2

  (j) of Part 7 Traffic and Transit Management and Construction Access to Schedule 15-2 Design and Construction Requirements. This plan shall outline the means by which the Independent Certifier shall perform their review of the lane closures as described in Section 3.6.
- 1.15 "Lane Closure Target Letter" means the letter set out in Appendix F.
- 1.16 "Left Turn Lane Closure" means any reduction in width, obstruction, or closure of an exclusive left turn lane within the Road Sections, of Arterial or Collector road classification, at the Site, such that the lane is not available for use by the public due to the Works. For clarity, lanes that have limited openings such as "local traffic only" shall be considered not available for use by the public for the purposes of this Section 1.14.
- 1.17 "Local" has the meaning given in City of Ottawa's Road Classification System (City of Ottawa).
- 1.18 "Major Collector" has the meaning given in the City of Ottawa's Road Classification System (City of Ottawa).
- 1.19 "Mobility Matters Review Meeting" has the meaning given in Section 3.7.
- 1.20 "Monthly Lane Closure Adjustment Contribution" means the value for any given month that shall contribute to the Lane Closure Adjustment as calculated pursuant to Section 5.
- 1.21 "Monthly Peak Hour Lane Interruption Report" means a report to be submitted on a monthly basis (at the same time as the Lane Closure Analysis report) outlining all Peak Hour Lane Interruptions and their costs, as defined in Section 6.
- 1.22 "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 interruptions caused by the actions of DB Co or their subcontractors. Peak Hour Lane Interruptions as defined above are not included in AALC.
- 1.23 "Right Turn Lane Closure" means any reduction in width, obstruction, or closure of an exclusive right turn lane within the Road Sections, of Arterial or Collector road classification, at the Site, such that it is not available for use by the public due to the Works. For clarity, lanes that have limited openings such as "local traffic only" shall be considered "not available for use by the public" for the purposes of this Section 1.23.
- 1.24 "Road Sections" means the defined portions of the Site where Works are to be undertaken in which the Unit Rate Prices for Lane Closure are to be applied for any Lane Closure, Left Turn Lane Closure or Right Turn Lane Closure. Each of the Road Sections has a Unit Price structure for Lane Closure costs per Block, defined in Appendix E to this Schedule, and based on the

City's roadway classification. Any portion of an individual roadway requiring Lane Closures shall be considered to be a Road Section. A Road Section can be a single isolated block, or a continuous stretch of adjacent blocks having the same roadway classification. All Road Sections are to be identified in the monthly Lane Closure Analysis Reports.

- 1.25 "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.
- 1.26 "Unit Rate Price" for each Lane Closure, Left Turn Lane Closure or Right Turn Lane Closure means the prices for each Block of each Road Section, and for each type of lane, as set out in Appendix E. The prices are hourly rates.

### 2. CONTENT AND FORMAT OF THE LANE CLOSURE ANALYSIS REPORT

- 2.1 DB Co shall quantify its projected occupation of lanes on City roadways on the basis of the formulae and procedures contained in this Schedule 34. DB Co shall monitor its occupation of the lanes on a monthly basis.
- 2.2 Lane closures on Highway 417 and its interchange ramps shall not be considered as part of this Schedule 34.
- 2.3 DB Co shall deliver to the City a report summarizing the findings of AALC (the "Lane Closure Analysis Report"), on a monthly basis, no later than 5 Business Days after the end of each month.
- 2.4 DB Co shall include copies of all documents required to fully support the Lane Closure Analysis Report.
- 2.5 The Lane Closure Analysis Report shall, at a minimum, include the following information for the relevant month:
  - using the template shown in Appendix D to this Schedule, a summary of target and actual Lane Closures by Road Section and breakdown by road classification (Arterial, Major Collector, Collector, Local), location, time, date and duration, indicating Peak, Off Peak or Night, including any exceptional changes forecasted for the upcoming monthly period (being changes of plus or minus [REDACTED]% in any Road Section, for Peak, Off Peak or Night periods);
  - (b) projected Lane Closures for the remaining duration of the Construction Period along with trends and potential risks associated with these Lane Closures;
  - (c) accurate and precise data in support of the items set out in Sections 2.5(a) and 2.5(b);
  - (d) presentation of AALC and the AALCC for the applicable month, and on a cumulative basis as of the applicable month;
  - (e) establishment of a basis for continued monitoring of Lane Closures and adjustments to the AALC;

- (f) outline of any outstanding issues from any previous Lane Closure Analysis Reports and mitigating strategies to address those issues;
- (g) adjustments to the ATLC and the ATLCC for the applicable month, and on a cumulative basis as of the applicable month;
- (h) DB Co's estimate of the Monthly Lane Closure Adjustment Contribution;
- (i) measurement and verification of Lane Closures in accordance with Lane Closure Measurements and Verification Plan in Section 3.6; and
- (j) summary tables from all previous Lane Closure Analysis Reports delivered by DB Co to the City.
- 2.6 Following the review and acceptance of the final Lane Closure Analysis Report by the City Representative, the data set out in the Lane Closure Analysis Report will be used by the City to determine the Monthly Lane Closure Adjustment Contribution.

# 3. PROCEDURES FOR DETERMINING MONTHLY LANE CLOSURE ADJUSTMENT CONTRIBUTIONS

- 3.1 The City shall not consider the following closures of lanes to be Lane Closures for the purposes of this Schedule 34, and such closures of lanes shall not contribute to the Monthly Lane Closure Adjustment Contribution:
  - a) where an existing lane width is less than the minimum lane width requirements during construction, specified in Schedule 15-2 Part 7 Table 7-1.3, maintaining the lane as open for traffic operations at its existing width.
- 3.2 DB Co shall not use lane configurations that will remain after West Substantial Completion to determine Lane Closures. For clarity, the lane configuration of each roadway as of Financial Close shall be the configuration used to calculate Lane Closures.
- 3.3 The City shall assess DB Co for the cost of Lane Closures based on the total Lane Closures that occur during Peak, Off Peak, and Night hours. All Lane Closures shall be included in the calculation of the Monthly Lane Closure Adjustment Contribution as provided in Section 5.
- 3.4 The ATLC shall form the benchmark for calculating the Lane Closure cost with respect to the AALC. The AALCC shall be used to calculate the Monthly Lane Closure Adjustment Contribution. The Lane Closure Target shall not be amended, altered or adjusted except by the process described in Section 4.
- 3.5 [Not used]
- 3.6 The measurement and verification of Lane Closure shall be performed by the Independent Certifier. No later than 30 days prior to the initial Lane Closure within any Road Section, DB Co shall provide the City with a Lane Closure Measurement and Verification Plan. All subsequent Lane Closure Analysis Reports are to be based on this plan.

- 3.7 No later than 5 Business Days following the submission of the Lane Closure Analysis Report (or as agreed to between the Parties), DB Co and the City shall convene a review meeting (the "Mobility Matters Review Meeting") to be attended by the DB Co Representative and the City Representative. At the Mobility Matters Review Meeting, DB Co shall present the Lane Closure Analysis Report to the City. The City and DB Co shall discuss the Aggregate Actual Lane Closure for the preceding period, as well as review any proposed "equivalent facilities" as described in Section 1.11(g). DB Co's measurement and verification of Lane Closure(s) shall be reviewed and confirmed by the City Representative.
- 3.8 DB Co shall assist the City Representative by providing information with respect to Lane Closures and access to the Lane Closure records, and by other means as may reasonably be required to confirm the information in the Lane Closure Analysis Report. The City shall promptly give Notice to DB Co of the details of any disagreement with respect to all or any aspect of the Lane Closure Analysis Report, and the Parties shall then seek to agree to any matters in dispute. The process shall be as follows:
  - (a) AALC and AALCC shall be determined at the Mobility Matters Review Meeting;
  - (b) No later than 20 Business Days following each Mobility Matters Review Meeting, or within such period as may be otherwise agreed between the City Representative and the DB Co Representative, acting reasonably:
    - (i) The City shall confirm their acceptance of all or any aspect of the Lane Closure Analysis Report; and
    - (ii) Subject to Section 4, DB Co and the City shall agree to any adjustments to the ATLC and ATLCC.
  - (c) If the City disputes DB Co's estimate of the Monthly Lane Closure Adjustment Contribution in the Lane Closure Analysis Report, the City shall, no later than 10 Business Days following receipt of the Lane Closure Analysis Report, or within such other period as may be agreed by the City Representative and DB Co, acting reasonably, submit an account to DB Co indicating the difference in calculation between the City's estimate and DB Co's estimate of the Monthly Lane Closure Adjustment Contribution. If either DB Co or the City wish to dispute any account presented pursuant this Section 3.8(c), they must do so by written Notice to the other Party no later than 10 Business Days following receipt of such account. The City Representative and the DB Co Representative shall use reasonable efforts to resolve the dispute for an additional 10 Business Days. If there is no agreement within such 10 Business Days, then either Party may refer the matter to the Dispute Resolution Procedure;
  - (d) If neither Party objects in accordance with Section 3.8(c), or, following final determination of the disputed account in accordance with Section 3.8(c), DB Co shall use the relevant Monthly Lane Closure Adjustment Contribution to determine the Lane Closure Adjustment. The Lane Closure Adjustment shall be shown as a separate item within the invoice for the West Substantial Completion Payment;
- 3.9 For the purpose of calculating the Lane Closure Adjustment, the calculation shall be completed no later than 60 days prior to the Scheduled West Substantial Completion Date (or at a later date as mutually agreed to by the City Representative and DB Co), comparing the total AALCC of

each Road Section for the entire Construction Period to the total ALTCC for that same Road Section for the entire Construction Period. If, subsequent to this calculation being completed, there is a change to the Scheduled West Substantial Completion Date, DB Co shall amend their Lane Closure Target (in accordance with Section 4) and the Lane Closure Adjustment. For clarity, over-performance of any one Road Section cannot be added to underperformance of any other.

# 4. PROCESS FOR AMENDING THE AGGREGATE TARGET LANE CLOSURE AND ASSOCIATED COST

- 4.1 In all cases, changes to the ATLC and ATLCC must be consistent with the principles outlined in the TTMP. Changes proposed must provide reference to the TTMP or a site-specific Traffic Control Plan (as defined in Schedule 15-2 Part 7).
- 4.2 DB Co and the City shall, acting reasonably, agree to make any adjustments to the ATLC, ATLCC, AALC and AALCC, but only in the event of changes implemented due to an amendment of the Project Agreement, a Relief Event that is also a Delay Event pursuant to Section 32.1 (a) (xi) of the Project Agreement, or a Variation that would cause Lane Closure changes. The City, at its discretion, may allow a revision to the Target Letters to reflect an agreed-upon change in Project Schedule, in the absence of an amendment of the Project Agreement or a Variation.
- 4.3 The Party requesting an amendment to the ATLC in accordance with Section 4.2 shall initiate a Variation in accordance with Schedule 22 Variation Procedure. The amended TTMP shall include a detailed analysis of the impacts to traffic and transit services, including an analysis of Lane Closure requirements. The amended TTMP shall include a recommendation regarding amendments to the ATLC. Both the City and DB Co shall agree to the amended ATLC no later than 20 Business Days following receipt of amended TTMP. If there is no agreement within a further 10 Business Day period, then either Party may refer the matter to the Dispute Resolution Procedure.

## 5. CALCULATION OF MONTHLY LANE CLOSURE ADJUSTMENT CONTRIBUTION AND LANE CLOSURE ADJUSTMENT

- 5.1 Comparing Aggregate Actual Lane Closures Costs to Aggregate Target Lane Closure Costs:
  - (a) After the acceptance of the final Lane Closure Analysis Report described in Section 2 and prior to the West Scheduled Substantial Completion Date, DB Co shall compare the total AALCC for each Road Section to the total ATLCC for each Road Section, and if the AALCC is more than [REDACTED]% greater than the ATLCC, for any Road Section, then DB Co shall calculate the Monthly Lane Closure Adjustment Contribution set out in Section 5.2 and deduct the amount of the Lane Closure Adjustment from the West Substantial Completion Payment to be made in accordance with the Project Agreement. For clarity, the Lane Closure Adjustment deduction from the West Substantial Completion Payment shall not be subject to the limitations set out in Article 47.4 of the Project Agreement;
  - (b) If the AALCC is greater than [REDACTED]% of the ATLCC for any monthly period for any Road Section, then DB Co shall submit a detailed remediation plan no later than

- 10 Business Days following the end of the month to explain how it will reduce the AALCC for the Road Section in subsequent period(s), such that the variance will not exceed the [REDACTED]% for the subsequent periods. DB Co shall present progress and achievements of the remediation plan at subsequent Mobility Matters Review Meeting(s).
- 5.2 The formulae to calculate the Monthly Lane Closure Adjustment Contribution are set out in this Section 5.2.
  - (a) For the purposes of Section 5.3(b), in respect of each Road Section:
    - A = the AALCC for each Road Section in the relevant month
    - T = the ATLCC for each Road Section in the relevant month
  - (b) In respect of any given month during the period leading up to West Substantial Completion for each Road Section:
    - (i) If A > [REDACTED]T, then Monthly Lane Closure Adjustment Contribution = (A-[REDACTED]);
    - (ii) If A < T, then Monthly Lane Closure Adjustment Contribution = [REDACTED]
    - (iii) If [REDACTED]T >= A >= T, then Monthly Lane Closure Adjustment Contribution = \$[REDACTED]
    - (iv) if the sum of all Monthly Lane Closure Adjustment Contributions in each month prior to West Substantial Completion <\$[REDACTED], then Lane Closure Adjustment for that Road Section = \$[REDACTED]; and
    - (v) if the sum of all Monthly Lane Closure Adjustment Contributions in each month prior to West Substantial Completion >\$[REDACTED], then Lane Closure Adjustment for that Road Section = the sum of all Monthly Lane Closure Adjustment Contributions in each month prior to West Substantial Completion.

#### 6. PEAK HOUR LANE INTERRUPTIONS

6.1 The City will assess DB Co for Peak Hour Lane Interruptions in accordance with Table 6.1 for the following non-performance measures per lane that is not open.

**Table 6.1 - Peak Hour Lane Interruption Costs** 

Road Classification* INCLUDING Transit Routes and Lanes	Initial value to be assessed if lane is not open as required	Additional value to be assessed at the end of each additional 10-minute period that the lane is not open.
Federal Roadways	\$[REDACTED]	\$[REDACTED]
Federal Roadways with Transit	\$[REDACTED]	\$[REDACTED]
[Intentionally deleted]	[Intentionally deleted]	[Intentionally deleted]
[Intentionally deleted]	[Intentionally deleted]	[Intentionally deleted]
Arterial	\$[REDACTED]	\$[REDACTED]
Arterial with Transit	\$[REDACTED]	\$[REDACTED]
Major Collector	\$[REDACTED]	\$[REDACTED]
Major Collector with Transit	\$[REDACTED]	\$[REDACTED]
Collector	\$[REDACTED]	\$[REDACTED]
Collector with Transit	\$[REDACTED]	\$[REDACTED]
City Freeway (OR 174)	\$[REDACTED]	\$[REDACTED]

<sup>\*</sup> See the following link for City Road Classifications: <a href="http://ottawa.ca/en/city-hall/planning-and-development/official-plan-and-master-plans/official-plan/volume-1-official-11">http://ottawa.ca/en/city-hall/planning-and-development/official-plan-and-master-plans/official-plan/volume-1-official-11</a>

- Any time assessed in the cost associated with Peak Hour Lane Interruptions will not be included in calculations of Lane Closure Adjustments.
- 6.3 The City shall assess DB Co for the cost of Peak Hour Lane Interruptions. All Peak Hour Lane Interruptions shall be formulated into a Monthly Peak Hour Lane Interruption Report to be submitted by DB Co with the Lane Closure Analysis Report.
- DB Co shall calculate the cost of Peak Hour Lane Interruptions and deduct this amount from the Construction Period Payment or West Substantial Completion Payment, as applicable, following the most recent Monthly Peak Hour Lane Interruption Report in accordance with Project Agreement Article 4 Payment, and Schedule 21 Construction Period Payments.

### 7. APPLICATION

7.1 The Lane Closure provisions of this Schedule 34 will no longer be in effect once West Substantial Completion has been achieved.

APPENDIX A

BRT LANE CLOSURE REPORT SUBMITTAL REQUIREMENTS

	Lane Closure Unit Rate	BRT Lane	Closure Target	Actual BR	Γ Lane Closures		
Total BRT Lane Closure Summary	Unit Rate based on roadway classification and time of day	Number of Target Closures (hours)	Cost of BRT Lane Closure for monthly period (calculated based on number of closures multiplied by Unit Price Rate, multiplied by number of hours)	Usage	Cost of BRT Lane Closures for monthly period (calculated based on number of closures multiplied by Unit Price Rate, multiplied by number of hours)	Percent Variance between columns v and iii of this table	Monthly BRT Lane Closure Adjustment Contribution
Column reference	i	ii	iii	iv	V	vi	vii
BRT Segment BRT- W-1 Peak	\$[REDACTED]						
BRT Segment BRT- W-1 Off Peak	\$[REDACTED]						
BRT Segment BRT- W-1 Night	\$[REDACTED]						
Sub-total: BRT Segment BRT-W-1							
BRT Segment BRT- W2 Peak	\$[REDACTED]						

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BRT Segment BRT- W-2 Off Peak	\$[REDACTED]				
BRT Segment BRT- W-2 Night	\$[REDACTED]				
Subtotal: BRT Segment BRT-W-2					
BRT Segment BRT- W-4 Peak	\$[REDACTED]				
BRT Segment BRT- W-4 Off Peak	\$[REDACTED]				
BRT Segment BRT- W-4 Night	\$[REDACTED]				
Subtotal: BRT Segment BRT-W-4					
BRT Segment BRT- SW-1 Peak	\$[REDACTED]				
BRT Segment BRT- SW-1 Off Peak	\$[REDACTED]				
BRT Segment BRT- SW-1 Night	\$[REDACTED]				
Subtotal:-BRT Segment BRT-SW-1					
BRT Segment BRT- SW-2 Peak	\$[REDACTED]				
BRT Segment BRT- SW-2 Off Peak	\$[REDACTED]				
BRT Segment BRT- SW-2 Night	\$[REDACTED]				

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Subtotal: BRT Segment BRT-SW-2				
BRT Segment BRT- W-5 Peak	\$[REDACTED]			
BRT Segment BRT- W-5 Off Peak	\$[REDACTED]			
BRT Segment BRT- W-5 Night	\$[REDACTED]			
Subtotal: BRT Segment BRT-W-5				
BRT Segment BRT- W-6 Peak	\$[REDACTED]			
BRT Segment BRT- W-6 Off Peak	\$[REDACTED]			
BRT Segment BRT- W-6 Night	\$[REDACTED]			
Subtotal: BRT Segment BRT-W-6				
BRT Segment BRT- W-7 Peak	\$[REDACTED]			
BRT Segment BRT- W-7 Off Peak	\$[REDACTED]			
BRT Segment BRT- W-7 Night	\$[REDACTED]			
Subtotal: BRT Segment BRT-W-7				
BRT Segment BRT- W-8 Peak	\$[REDACTED]			

BRT Segment BRT-	\$[REDACTED]			
W-8 Off Peak				
BRT Segment BRT- W-8 Night	\$[REDACTED]			
Subtotal: BRT Segment BRT-W-8				
BRT Segment BRT- W-9 Peak	\$[REDACTED]			
BRT Segment BRT- W-9 Off Peak	\$[REDACTED]			
BRT Segment BRT- W-9 Night	\$[REDACTED]			
Subtotal: BRT Segment BRT-W-9				
BRT Segment BRT- E-1 Peak	\$[REDACTED]			
BRT Segment BRT- E-1 Off Peak	\$[REDACTED]			
BRT Segment BRT- E-1 Night	\$[REDACTED]			
Subtotal: BRT Segment BRT-E-1				
BRT Segment BRT- E-2 Peak	\$[REDACTED]			
BRT Segment BRT- E-2 Off Peak	\$[REDACTED]			
BRT Segment BRT- E-2 Night	\$[REDACTED]			

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Subtotal: BRT Segment BRT-E-2					
BRT Segment BRT- E-3 Peak	\$[REDACTED]				
BRT Segment BRT- E-3 Off Peak	\$[REDACTED]				
BRT Segment BRT- E-3 Night	\$[REDACTED]				
Subtotal: BRT Segment BRT-E-3					
BRT Segment BRT- E-4 Peak	\$[REDACTED]				
BRT Segment BRT- E-4 Off Peak	\$[REDACTED]				
BRT Segment BRT- E-4 Night	\$[REDACTED]				
Subtotal: BRT Segment BRT-E-4					
Substantial Completion Weekday Peak					
Substantial Completion Weekday Off Peak					
Substantial Completion Night/Weekend					
Total: Substantial					

~ 1				
Completion				
Completion				

#### APPENDIX B

# UNIT RATES FOR EACH BRT LANE CLOSURE, LEFT TURN LANE CLOSURE AND RIGHT TURN LANE CLOSURE

# 1. UNIT RATE PRICES FOR BRT LANE CLOSURES (Price per hour per Block for BRT lanes in segments not identified in Appendix A)

	Peak *	Off Peak **	Night ***
BRT Lane Closure Cost	[REDACTED]	[REDACTED]	[REDACTED]

<sup>\*</sup> As defined in Part A - Section 1.6

<sup>\*\*</sup> As defined in Part A - Section 1.6

<sup>\*\*\*</sup> As defined in Part A - Section 1.6

### APPENDIX C

### BRT LANE CLOSURE TARGET LETTER

[See Attached]

# APPENDIX D LANE CLOSURE REPORT SUBMITTAL REQUIREMENTS

	Lane Closure Unit Rate	Lane (	Closure Target	Actual l	Lane Closures	Percent Variance between	Monthly Lane Closure Adjustment
Total Lane Closure Summary	Unit Rate based on roadway classification and time of day	Number of Target Closures	Cost of Lane Closure for monthly period (calculated based on number of closures multiplied by Unit Price Rate, multiplied by number of hours)	Usage	Cost of Lane Closures for monthly period (calculated based on number of closures multiplied by Unit Price Rate, multiplied by number of hours)	columns iv and ii of this table	Contribution
Column reference	i	ii	iii	iv	V	vi	vii
Road Section 1 Peak							
Road Section 1 Off Peak							
Road Section 1 Night							
Sub-total: Road Section 1							
Road Section 2 Peak							
Road Section 2 Off Peak							

Road Section 2 Night				
Subtotal: Road Section 2				
Road Section xx Peak				
Road Section xx Off Peak				
Road Section xx Night				
Subtotal:-Road Section xx				
Substantial Completion Weekday Peak				
Substantial Completion Weekday Off Peak				
Substantial Completion Night/Weekend				
Total: Substantial Completion				

### **APPENDIX E**

### UNIT RATES FOR EACH LANE CLOSURE, LEFT TURN LANE CLOSURE AND RIGHT TURN LANE CLOSURE

### 1. UNIT RATE PRICES FOR LANE CLOSURES (Price per Hour per Block)

	Peak *	Off Peak **	Night ***
Arterial	[REDACTED]	[REDACTED]	[REDACTED]
Major Collector	[REDACTED]	[REDACTED]	[REDACTED]
Collector	[REDACTED]	[REDACTED]	[REDACTED]
Local	[REDACTED]	[REDACTED]	[REDACTED]
City Freeway	[REDACTED]	[REDACTED]	[REDACTED]
Federal Roadways	[REDACTED]	[REDACTED]	[REDACTED]

<sup>\*</sup> As defined in Part B - Section 1.11

<sup>\*\*</sup> As defined in Part B - Section 1.11

<sup>\*\*\*</sup> As defined in Part B - Section 1.11

### APPENDIX F

### LANE CLOSURE TARGET LETTER

[See Attached]