

SCHEDULE 18

PAYMENT MECHANISM

Part A: Definitions

Section 1. Definitions

- 1.1 “**Adjusted Monthly Service Payment(s)**” means the amount that would be calculated for the relevant Contract Month in accordance with the formula set out in Section 1.1 of Part B of this Schedule 18 without deducting the sums represented by the symbols Σ AFD and Σ QFD.
- 1.2 “**Availability Failure**” means a Closure, at any time, but excludes Excepted Lane Closures.
- 1.3 “**Availability Failure Deduction**” means the amount that would be calculated for the relevant Contract Month in accordance with the formula set out in Section 2.1 of Part C of this Schedule 18.
- 1.4 “**Availability Failure Point(s)**” means the amount that would be calculated for the relevant Contract Month in accordance with the formula set out in Section 2.2 of Part C of this Schedule 18.
- 1.5 “**Base Date**” means April 1, 2015.
- 1.6 “**Bypass**” has the meaning given in Schedule 1 of the Project Agreement.
- 1.7 “**Capital Payment**” means the payment described in section 2.1 of Part B to this Schedule 18.
- 1.8 “**Closure**” has the meaning given in Schedule 15-1 - General Information.
- 1.9 “**Contract Month**” means a calendar month, except with respect to the first Contract Month, which runs from the day after the Substantial Completion Date until the end of the calendar month in which such day falls, and the last Contract Month, which runs from the first day of the calendar month in which the Expiry Date falls until the Expiry Date.
- 1.10 “**Contract Year**” means the period of 12 calendar months that commences on April 1st of each calendar year and ends on the next ensuing March 31st, provided that:
- (a) the first Contract Year shall be such period that commences on the first day of the first Contract Month and ends on the next ensuing March 31st; and
 - (b) the final Contract Year shall be such period that commences on April 1st that precedes the date on which the Project Agreement expires or is terminated, for whatever reason, and ends on the expiry or termination of the Project Agreement.
- 1.11 “**Deductible Availability Failure Point(s)**” means the amount that would be determined for the relevant Availability Failure in accordance with the tables set out in Section 2.2 of Part C of this Schedule 18.

- 1.12 “**Deduction**” means a deduction made from a Monthly Service Payment in accordance with this Schedule 18.
- 1.13 “**Escalation Factor**” means the escalation factor calculated in accordance with Section 3.1 of Part B of this Schedule 18.
- 1.14 “**Excepted Lane Closure**” has the meaning given in Schedule 15-1 General Information.
- 1.15 “**Failure Points**” means points allocated to Project Co in respect of the occurrence of Quality Failures which are determined by the provisions set out in Part E of this Schedule 18.
- 1.16 “**Full Closure**” has the meaning given in Schedule 15-1 - General Information.
- 1.17 “**Insurance Adjustment**” means the adjustment calculated in accordance with Schedule 24 - Insurance and Performance Security Requirements.
- 1.18 “**Insurance Review Date**” has the meaning given in Schedule 24 - Insurance and Performance Security Requirements.
- 1.19 “**Joint Insurance Cost Report**” has the meaning given in Schedule 24 - Insurance and Performance Security Requirements.
- 1.20 “**Lane Closure**” has the meaning given in Schedule 15-1 - General Information.
- 1.21 “**Monthly Service Payment**” means the sum in Canadian Dollars payable by the Ministry to Project Co for the provision of the OM&R Work in accordance with the Project Agreement, as calculated in Section 1.1 of Part B of this Schedule 18.
- 1.22 “**Non- Conformance**” has the meaning given in Schedule 14 – Integrated Management Systems.
- 1.23 “**O&M Payment**” means the payment described in section 2.1 of Part B to this Schedule 18.
- 1.24 “**Quality Failure**” means any Non- Conformance that has specific Quality Failure Points assigned to it as indicated in Appendix A of this Schedule 18.
- 1.25 “**Quality Failure Deduction**” means the amount that would be calculated for the relevant Contract Month in accordance with the formula set out in Section 3.1 of Part C of this Schedule 18.
- 1.26 “**Quality Failure Point(s)**” or “**QF Point(s)**” means, in respect of any Quality Failure, the amount of points assigned to such failure as indicated in Appendix A of this schedule.
- 1.27 “**Rehabilitation Payment**” means the payment described in section 2.1 of Part B to this Schedule 18.
- 1.28 “**Segment**” means the segment as described in the table in Section 2.2 of Part C to this Schedule 18.

- 1.29 “**Service Payment(s)**” means the sum in Canadian dollars calculated in accordance with the provisions set out in Section 2 of Part B of this Schedule 18.
- 1.30 “**Time of Day Period**” means a period of time indicated as a Time of Day Period in the tables in Section 2.2 of Part C of this Schedule 18.

Part B: Calculation of Service Payments**Section 1. Monthly Service Payment**

- 1.1 The Monthly Service Payment payable in respect of any Contract Month shall be calculated in accordance with the following formula:

$$\text{MSP} = \text{SPn} - \Sigma\text{AFD} - \Sigma\text{QFD}$$

where:

MSP is the Monthly Service Payment for the Contract Month for which the formula is to be applied;

SPn is the applicable Service Payment for the relevant Contract Month, calculated in accordance with the provisions set out in Section 2.1 of Part B of this Schedule 18;

ΣAFD is the sum of Deductions in respect of the relevant Contract Month in relation to Availability Failures calculated in accordance with the provisions set out in Part C of this Schedule 18; and

ΣQFD is the sum of Deductions in respect of the relevant Contract Month in relation to Quality Failures calculated in accordance with the provisions set out in Part C of this Schedule 18.

- 1.2 With respect to the Contract Month in which the date of Substantial Completion occurs, unless such date falls on the last day of the Contract Month, a pro rata adjustment shall be made to the Service Payment to reflect the actual number of days after and excluding the Substantial Completion Payment Commencement Date, as applicable, up to and including the last day of the relevant Contract Month. In the last Contract Month of the Project Term, a pro rata adjustment shall be made the Service Payment to reflect the actual number of days in that Contract Month from and including the first day of the Contract Month up to and including the last day of the Project Term. Additionally, in the Contract Month in which the Substantial Completion Payment Commencement Date fall, the number of days in each such Contract Month shall be adjusted to include such number of calendar days after the Substantial Completion Date and before the Substantial Completion Payment Commencement Date, as applicable, that Project Co has performed the OM&R Work in respect of the Bypass.
- 1.3 If the AADT volume for any calendar year exceeds 75,000 vehicles for the location identified on the Bypass Infrastructure Highway 1 east of Tower Road, a supplement of 5% shall be added to each of the subsequent 12 O&M Payments starting April 1st after such calendar year.
- 1.4 The Ministry shall pay to Project Co the Monthly Service Payment in accordance with the provisions of this Schedule 18 and Section 34 of the Project Agreement.

Section 2. Service Payment

- 2.1 The Service Payment for any Contract Month shall be calculated in accordance with the following formula:

$$SP_n = CP_n + (OMP_n \times ESC_y) + (RP_n \times ESC_y) + IA$$

Where:

SP_n is the Service Payment for the relevant Contract Month;

CP_n means the Capital Payment for the relevant Contract Month in an amount equal to which amount will not be subject to the Escalation Factor;

OMP_n means the O&M Payment for the relevant Contract Month in an amount equal to expressed in Base Date dollars;

RP_n means the Rehabilitation Payment for the relevant Contract Month expressed in Base Date dollars, as set out in Appendix B to this Schedule 18;

IA is the Insurance Adjustment calculated in accordance with Schedule 24 - Insurance Requirements;

ESC_y is the Escalation Factor for the relevant Contract Year as calculated in accordance with Section 3.1 of this Part B.

- 2.2 The Insurance Adjustment will constitute an adjustment to the Service Payment on the Substantial Completion Payment Commencement Date. On each Insurance Review Date thereafter, the Insurance Adjustment will be applied in accordance with Section 2.1 of this Part B.

Section 3. Escalation Factor

- 3.1 The Escalation Factor shall be calculated in accordance with the following formula:

$$ESC_y = CPI_y / CPI_o$$

Where:

ESC_y is the Escalation Factor applicable to the relevant Contract Year;

CPI_y is the value of CPI on April 1 of the relevant Contract Year “y”, to be determined by reference to the relevant index in the month immediately preceding the indexation date; and

CPI_o is the value of CPI on the Base Date, to be determined by reference to the relevant index in the month immediately preceding the Base Date.

Part C: Deductions from Monthly Service Payments**Section 1. Entitlement to Make Deductions**

- 1.1 If at any time during the Operational Term a Quality Failure or Availability Failure shall occur, the Ministry shall be entitled to make a Deduction from the relevant Monthly Service Payment in respect of that Quality Failure or Availability Failure subject to the provisions set out in this Schedule 18.
- 1.2 Subject to Section 1.4 of Part F, the maximum aggregate of all Deductions that the Ministry can make from a Monthly Service Payment in respect of any Contract Month shall be the Adjusted Monthly Service Payment relating to that Contract Month.

Section 2. Availability Failure Deductions

- 2.1 The “Availability Failure Deduction” in respect of a Contract Month, n , shall be the greater of i) zero and ii) an amount calculated in accordance with the following formula:

$$AFD_n = [(CNAFP_n - CNAFP_{n-1}) * AFPD_n]$$

where:

AFD_n = the Availability Failure Deduction applicable to Contract Month n

$CNAFP_{n,y}$ = the Cumulative Net Availability Failure Points for Contract Month n in Contract Year y , shall be the greater of i) zero and ii) and amount calculated in accordance with the following formula:

$$CNAFP_{n,y} = CAFPN_{n,y} - 500$$

$CNAFP_{n-1}$ = the Cumulative Net Availability Failure Points for Contract Month $(n - 1)$ in Contract Year y . For clarity, $CNAFP_{n-1}$ for Contract Month 1 of Contract Year y shall be equal to zero.

$CAFP_n$ = the Cumulative Availability Failure Points for Contract Month n in Contract Year y shall be calculated in accordance with the following formula:

$$CAFP_{n,y} = AFP_n + CAFPN_{n-1,y}$$

$CAFP_{n-1}$ = the Cumulative Availability Failure Points for Contract Month $(n - 1)$ in Contract Year y . For clarity, $CAFP_{n-1}$ for Contract Month 1 of Contract Year y shall be equal to zero.

AFP_n = the Availability Failure Points for Contract Month n

$AFPD_n$ = multiplied by the Escalation Factor applicable to the relevant Contract Year

2.2 The Availability Failure Points in respect of an Availability Failure in any Contract Month shall be calculated in accordance with the following formula:

$$AFP_n = \sum_{e=1}^x \sum_{j=1}^5 pt * d * LKm$$

where:

AFP_n = the Availability Failure Points in Contract Month n

pt = the Deductible Availability Failure Points set out in Section 2.2 of this Part C, if any, in respect of such Availability Failure during Time of Day Period j , affecting Segment i of the Bypass

d = the duration during such Time of Day Period of such Availability Failure measured in hours (rounded up to the next full hour increment)

LKm = the length, in lane kilometres, of the Lane Closure causing such Availability Failure (rounded up to the next full lane kilometre)

e = the number of Availability Failures during Contract Months n

j = the number of Time of Day Periods

The “Deductible Availability Failure Points” (points per one (1) hour) are set out in the following table:

Seven Days a Week – Per one hour per lane km					
Segment (i)	Time of Day Period (j)				
	6:01am–9:00am (1)	9:01am–4:00pm (2)	4:01pm–6:00pm (3)	6:01pm–9:00pm (4)	9:01pm–6:00am (5)
Westbound direction of Tower Road to Eastern Limits as shown in Appendix C to this Schedule 18	10	1	1	1	0
Eastbound direction of Tower Road to Eastern Limits EB as shown in Appendix C to this Schedule 18	1	1	10	1	0
9 th Avenue Interchange to Rotary Avenue Interchange as shown in Appendix C to this Schedule 18	5	1	1	1	0

Seven Days a Week – Per one hour per lane km					
Segment (i)	Time of Day Period (j)				
	6:01am– 9:00am (1)	9:01am– 4:00pm (2)	4:01pm– 6:00pm (3)	6:01pm– 9:00pm (4)	9:01pm– 6:00am (5)
Rotary Avenue Interchange to 9 th Avenue Interchange as shown in Appendix C to this Schedule 18	1	1	5	1	0
Remainder of the Project excluding Service Roads and Crossroads	1	1	1	1	0

2.3 The Calculation of Availability Failure Deductions is illustrated in the following example which describes a paving scenario in the segment between Tower Road to the eastern limits in the westbound direction (it also shows a bridge cleaning scenario in the general project segment):

Activity		Paving		Bridge Cleaning		
Segment		Tower Rd to Eastern Limits WB Segment		Overpass		
		Lane Closed?	Deductible Availability Failure Points	Lane Closed?	Deductible Availability Failure Points	
Duration of Lane Closure	Day 1	6 am – 7 am	N	0	N	0
		7 am – 8 am	N	0	Y	1
		8 am – 9 am	N	0	Y	1
		9 am – 10 am	Y	1	Y	1
		10 am – 11 am	Y	1	Y	1
		11 am – 12 pm	Y	1	Y	1
		12 pm - 1 pm	Y	1	Y	1
		1 pm – 2 pm	Y	1	Y	1
		2 pm – 3 pm	Y	1	Y	1
		3 pm – 4 pm	Y	1	Y	1
		4 pm – 5 pm	Y	1	Y	1
		5 pm – 6 pm	Y	1	Y	1
		6 pm – 7 pm	Y	1	Y	1
		7 pm – 8 pm	Y	1	N	0
		8 pm – 9 pm	Y	1	N	0
		9 pm – 10 pm	Y	0	N	0
		10 pm – 11 pm	Y	0	N	0
		11 pm – 12 am	Y	0	N	0
		Day 2	12 am – 1 am	Y	0	N
	1 am – 2 am		Y	0	N	0

Activity		Paving		Bridge Cleaning	
Segment		Tower Rd to Eastern Limits WB Segment		Overpass	
		Lane Closed?	Deductible Availability Failure Points	Lane Closed?	Deductible Availability Failure Points
	2 am – 3 am	Y	0	N	0
	3 am – 4 am	Y	0	N	0
	4 am – 5 am	Y	0	N	0
	5 am – 6 am	Y	0	N	0
	6 am – 7 am	Y	10	N	0
	7 am – 8 am	Y	10	N	0
	8 am – 9 am	Y	10	N	0
	9 am – 10 am	Y	1	N	0
	10 am – 11 am	Y	1	N	0
	11 am – 12 pm	N	0	N	0
Total Deductible Availability Failure Points (pt x d)		44		12	
Length of Lane Closure (LKm)		4 ln-km		2 ln-km	
Availability Failure Points (pt x d x LKm)		176		24	

Section 3. **Quality Failure Deductions**

3.1 The Quality Failure Deduction which may be applied to the Service Payment in respect of a Contract Month shall be calculated in accordance with the following formula:

$$QFD_n = \sum_{d=1}^x [QFP_{d,n} * QFPD_n]$$

where:

QFDn = the Quality Failure Deduction applicable to Contract Month *n*

X = the number of days in a Contract Month *n* on which there are one or more Quality Failures

QFP_{d,n} = the total Quality Failure Points on Day *d* of Contract Month *n* for all Quality Failures on Day *d*

QFPD_n = multiplied by the Escalation Factor applicable to the relevant Contract Year

3.2 The calculation of Quality Failure Deductions is illustrated in the following example which describes a monthly scenario where the Non-Conformance Reports exceeds the 10 Non-Conformance Report threshold and starts to accumulate QF Points. There are also two specific Non-Conformances listed for the month which also have QF Points assigned to them.

Date	No. of Non-Conformances in register	Quality Failure Pts	Specific Non Conformances	Quality Failure Pts ¹
Aug 31	5	-		
Sept 1	5	-		
Sept 2	7	-		
Sept 3	8	-		
Sept 4	7	-		
Sept 5	8	-		
Sept 6	9	-		
Sept 7	9	-		
Sept 8	10	1		
Sept 9	11	1		
Sept 10	12	1	Receipt of Stop Work Order related to safety as issued by a regulatory body with the authority to do so.	1
Sept 11	11	1		
Sept 12	10	1		
Sept 13	10	1		
Sept 14	11	1		
Sept 15	10	1		
Sept 16	9	-	Commencement of construction on a watercourse crossing before receiving environmental approval.	2.5
Sept 17	8	-		
Sept 18	7	-		
Sept 19	6	-		
Sept 20	5	-		
Sept 21	5	-		
Sept 22	5	-		
Sept 23	7	-		
Sept 24	8	-		
Sept 25	8	-		
Sept 26	7	-		
Sept 27	7	-		
Sept 28	6	-		
Sept 29	7	-		
Sept 30	8	-		
Oct 1	8	-		
Total QFPs from register = 8			Total QFPs from Specific Non-Conformances = 3.5	

Date	No. of Non-Conformances in register	Quality Failure Pts	Specific Non Conformances	Quality Failure Pts ¹
Total QFPs for September = 11.5				

Part D: Review of Availability Failure Points and /or Quality Failure Points

Section 1. **Five Year Review**

- 1.1 The amount of Availability Failure Points for each Availability Failure shall be reviewed by the Ministry and Project Co at any time if requested by either Party but in any event shall be reviewed at least once in every five Contract Years.
- 1.2 The amount of Quality Failure Points for each Quality Failure shall be reviewed by the Ministry and Project Co at any time if requested by either Party but in any event shall be reviewed at least once in every five Contract Years.
- 1.3 The Ministry and Project Co shall act reasonably and diligently in carrying out the reviews.
- 1.4 For the avoidance of doubt, the Parties intend that any changes made as a result of such a review shall not alter the overall risk profile of the relevant OM&R Work or the likely magnitude of Availability Failure Deductions or Quality Failure Deductions. Where proposed changes would result in any such alteration, the matter shall be deemed to be a Variation and Schedule 19 - Variation Procedure shall apply.
- 1.5 The Ministry and Project Co may in respect of each matter the subject of the review either:
 - (a) agree that the status of the relevant matter shall continue to apply unchanged in the Contract Year immediately following the review; or
 - (b) agree adjustments to the relevant matter to take effect in the Contract Year immediately following the review.
- 1.6 Any agreed adjustment pursuant to a review shall be effective from the commencement of the Contract Year immediately following the relevant review carried out in accordance with Section 1.1 of this Part D.

Part E: Quality Failure, Availability Failure and Failure Points

Section 1. Quality Failure and Availability Failure Points

- 1.1 Quality Failure Points and Availability Failure Points shall be awarded for every Quality Failure and Availability Failure, respectively, which occurs during the Operational Term of the Project Agreement, unless such Quality Failure Points and Availability Failure Points are cancelled pursuant to any other provision of the Project Agreement.

Section 2. Failure Points

- 2.1 Project Co shall be awarded one Failure Point for each Quality Failure Point awarded to it. For greater clarity, the number of Failure Points accrued in a given period (as indicated in Appendix A of this Schedule 18) shall be the sum of the total number of Quality Failure Points accrued in that period.

Part F: Failure by Project Co to Monitor or Report

Section 1. Failure by Project Co to Monitor or Report

- 1.1 Subject to Sections 1.2 to 1.6 inclusive of this Part F, the Performance Monitoring Report produced by Project Co for any Contract Month shall be the source of the factual information regarding the performance of the OM&R Work for the relevant Contract Month for the purposes of calculating the relevant Monthly Service Payment, the number of Failure Points awarded and the number of Warning Notices awarded.
- 1.2 If there shall be any error or omission in the Performance Monitoring Report for any Contract Month, Project Co and the Ministry shall agree the amendment to the Performance Monitoring Report or, failing agreement within 10 days of notification of the error or omission which shall not be made more than 2 calendar months following the relevant Performance Monitoring Report, except in the circumstances referred to in Section 1.5 of this Part F either party may refer the matter to the Dispute Resolution Procedure.
- 1.3 If Project Co fails to monitor or accurately report any Availability Failure or Quality Failure then, without prejudice to the Deduction to be made in respect of the relevant Availability Failure or Quality Failure, the failure to monitor or report shall be deemed to be a new Quality Failure, and Project Co shall be awarded **2** Quality Failure points for each occurrence of such Quality Failure, unless the circumstances set out in Section 1.5 of this Part F apply, in which case Project Co shall be awarded **5** Quality Failure Points for each such occurrence.
- 1.4 In the event that any inspection or investigation by the Ministry of records made available pursuant to the Project Agreement reveals any further matters of the type referred to in Sections 1.2 and 1.3 above, those matters shall be dealt with in accordance with Section 1.2 or 1.3 of this Part F, as appropriate, and the Ministry shall, in addition, be entitled to make Deductions in respect of any Availability Failure or Quality Failure in the manner prescribed in Part C of this Schedule 18. Any such Deductions shall be made from the Monthly Service Payment, payable in respect of the Contract Month in which the relevant matters were revealed by the Ministry investigations or, to the extent that the Ministry is unable to make any further deductions from the Monthly Service Payment in respect of that Contract Month by virtue of Section 1.2 of Part C of this Schedule 18, may be carried forward and deducted from Monthly Service Payments due in respect of subsequent Contract Months.
- 1.5 For the purposes of Sections 1.2 and 1.3 of this Part F the relevant circumstances are:
 - (a) fraudulent action or inaction;
 - (b) deliberate misrepresentation; or
 - (c) gross misconduct or incompetence in each case on the part of Project Co or a Project Co Party.
- 1.6 The provisions of this Part F shall be without prejudice to any rights of the Ministry pursuant to Sections 32, 45 and 60 of the Project Agreement.

APPENDIX A: QUALITY FAILURE POINTS

The following table provide a listing of Quality Failure Points for specific Non-Conformances

Operational Performance Requirements		
Feature	Non-Conformance	Consequences for Non Conformance *
Safety	Receipt of a Stop Work Order related to safety as issued by a regulatory body with the authority to do so.	1 QF Point/occurrence
Safety	Failure to undertake signing in accordance with the Saskatchewan Traffic Control Devices Manual for Work Zones during the Operational Term.	2.5 QF Points/occurrence
Environment	Receipt of a Stop Work Order related to the environment as issued by a regulatory body with the authority to do so.	1 QF Point/occurrence
Environment	Commencement of construction on a watercourse crossing before receiving environmental approval.	2.5 QF Points/occurrence
Communication	Failure to meet the requirements of Table 401.4 – Response Times for Public Communication three times within one Contract Year.	1 QF Point and for every subsequent occurrence within one Contract Year
Quality Systems	Following initial certification, failure to thereafter maintain ISO 9001 and COR certification.	25 QF Points/certification/ Contract Month

Operational Performance Requirements		
Feature	Non-Conformance	Consequences for Non Conformance *
Operations and Maintenance	Failure to meet the requirements of Table 401.9 – Maximum Allowable Accumulation three times within one winter season	5 QF Points and for every subsequent occurrence within one winter season
Operations and Maintenance	Failure to meet the three (3) day response times as outlined in Section 401.6.5- Curb, Island, and Barrier Maintenance.	1 QF Point/day/location
Rehabilitation	Failure to meet the response time, where greater than 40 percent of a Rating Section of paved asphalt surface travel lane exceeds an IRI value of 2.5 as indicated in Table 402-6: Paved Travel Lanes and Entrance / Exit Ramps - Roughness APPM	10 QF Points/rating section
Rehabilitation	Failure to meet the response time, where Rutting exceeds a value of 20 mm within an individual wheel-path over any 50 m length of asphalt surface traffic lane Table 402-7: Paved Travel Lanes and Entrance / Exit Ramps - Rutting APPM	1 QF Point/location
IMS	Failure to complete an external audit within the specified time.	0.5 QF Points/week or any partial week, for the first four weeks and 1 QF Point/week or any partial week, thereafter.
IMS	Failure to correct within the specified time, any deficiencies identified by the external auditor.	1QF Point/week or any partial week, for the first four weeks and 1.5 QF Points/week or any partial week, thereafter.
Full Closure	Full Closure except Full Closure on Service Roads and Crossroads or an Excepted Lane Closure.	50 QF Points/12 hour period or any portion thereof

*Quality Failure Points to be applied as defined in this Schedule 18 part F.

The following table provides a listing of Quality Failure Points for Non-Conformance register

Operational Performance Requirements		
Feature	Non-Conformance	Consequences for Non Conformance *
Non-Conformance register	10 to 15 Non-Conformance Record Points recorded and outstanding in the NCR Points register as related to the OM&R Work.	1 QF Point/day
Non-Conformance register	16-20 Non-Conformance Record Points recorded and outstanding in the NCR Points register as related to the OM&R Work.	2 QF Point/day
Non-Conformance register	21 or more Non-Conformance Record Points recorded and outstanding in the NCR Points register as related to the OM&R Work.	4 QF Point/day

*Quality Failure Points to be applied as defined in this Schedule 18 part F.

Schedule 18-Payment Mechanism		
Part F – Section 1 - Failure by Project CO to Monitor or Report		
Reference	Deliverable Name	Consequences for Non Conformance *
Section 1.3	If Project Co fails to monitor or accurately report any Availability Failure or Quality Failure then, without prejudice to the Deduction to be made in respect of the relevant Availability Failure or Quality Failure, the failure to monitor or report shall be deemed to be a new Quality Failure	2 QF Points
Section 1.5	For the purposes of Sections 1.2 and 1.3 of this Part F the relevant circumstances are: a) fraudulent action or inaction; b) deliberate misrepresentation; or c) gross misconduct or incompetence in each case on the part of Project Co or a Project Co Party	5 QF Points

*Quality Failure Points to be applied as defined in this Schedule 18 part F.

APPENDIX B: SERVICE PAYMENT POST SUBSTANTIAL COMPLETION

Contract Month	RP (in Base Date dollars) (C)
November 2019	
December 2019	
January 2020	
February 2020	
March 2020	
April 2020	
May 2020	
June 2020	
July 2020	
August 2020	
September 2020	
October 2020	
November 2020	
December 2020	
January 2021	
February 2021	
March 2021	

Contract Month	RP (in Base Date dollars) (C)
April 2021	
May 2021	
June 2021	
July 2021	
August 2021	
September 2021	
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 2022	
May 2022	
June 2022	
July 2022	
August 2022	
September 2022	
October 2022	

Contract Month	RP (in Base Date dollars) (C)
November 2022	
December 2022	
January 2023	
February 2023	
March 2023	
April 2023	
May 2023	
June 2023	
July 2023	
August 2023	
September 2023	
October 2023	
November 2023	
December 2023	
January 2024	
February 2024	
March 2024	
April 2024	
May 2024	

Contract Month	RP (in Base Date dollars) (C)
June 2024	
July 2024	
August 2024	
September 2024	
October 2024	
November 2024	
December 2024	
January 2025	
February 2025	
March 2025	
April 2025	
May 2025	
June 2025	
July 2025	
August 2025	
September 2025	
October 2025	
November 2025	
December	

Contract Month	RP (in Base Date dollars) (C)
2025	
January 2026	
February 2026	
March 2026	
April 2026	
May 2026	
June 2026	
July 2026	
August 2026	
September 2026	
October 2026	
November 2026	
December 2026	
January 2027	
February 2027	
March 2027	
April 2027	
May 2027	
June 2027	
July 2027	

Contract Month	RP (in Base Date dollars) (C)
August 2027	
September 2027	
October 2027	
November 2027	
December 2027	
January 2028	
February 2028	
March 2028	
April 2028	
May 2028	
June 2028	
July 2028	
August 2028	
September 2028	
October 2028	
November 2028	
December 2028	
January 2029	

Contract Month	RP (in Base Date dollars) (C)
February 2029	
March 2029	
April 2029	
May 2029	
June 2029	
July 2029	
August 2029	
September 2029	
October 2029	
November 2029	
December 2029	
January 2030	
February 2030	
March 2030	
April 2030	
May 2030	
June 2030	
July 2030	
August 2030	

Contract Month	RP (in Base Date dollars) (C)
September 2030	
October 2030	
November 2030	
December 2030	
January 2031	
February 2031	
March 2031	
April 2031	
May 2031	
June 2031	
July 2031	
August 2031	
September 2031	
October 2031	
November 2031	
December 2031	
January 2032	
February 2032	

Contract Month	RP (in Base Date dollars) (C)
March 2032	
April 2032	
May 2032	
June 2032	
July 2032	
August 2032	
September 2032	
October 2032	
November 2032	
December 2032	
January 2033	
February 2033	
March 2033	
April 2033	
May 2033	
June 2033	
July 2033	
August 2033	
September 2033	

Contract Month	RP (in Base Date dollars) (C)
October 2033	
November 2033	
December 2033	
January 2034	
February 2034	
March 2034	
April 2034	
May 2034	
June 2034	
July 2034	
August 2034	
September 2034	
October 2034	
November 2034	
December 2034	
January 2035	
February 2035	
March 2035	
April 2035	

Contract Month	RP (in Base Date dollars) (C)
May 2035	
June 2035	
July 2035	
August 2035	
September 2035	
October 2035	
November 2035	
December 2035	
January 2036	
February 2036	
March 2036	
April 2036	
May 2036	
June 2036	
July 2036	
August 2036	
September 2036	
October 2036	
November 2036	

Contract Month	RP (in Base Date dollars) (C)
December 2036	
January 2037	
February 2037	
March 2037	
April 2037	
May 2037	
June 2037	
July 2037	
August 2037	
September 2037	
October 2037	
November 2037	
December 2037	
January 2038	
February 2038	
March 2038	
April 2038	
May 2038	
June 2038	

Contract Month	RP (in Base Date dollars) (C)
July 2038	
August 2038	
September 2038	
October 2038	
November 2038	
December 2038	
January 2039	
February 2039	
March 2039	
April 2039	
May 2039	
June 2039	
July 2039	
August 2039	
September 2039	
October 2039	
November 2039	
December 2039	

Contract Month	RP (in Base Date dollars) (C)
January 2040	
February 2040	
March 2040	
April 2040	
May 2040	
June 2040	
July 2040	
August 2040	
September 2040	
October 2040	
November 2040	
December 2040	
January 2041	
February 2041	
March 2041	
April 2041	
May 2041	
June 2041	
July 2041	

Contract Month	RP (in Base Date dollars) (C)
August 2041	
September 2041	
October 2041	
November 2041	
December 2041	
January 2042	
February 2042	
March 2042	
April 2042	
May 2042	
June 2042	
July 2042	
August 2042	
September 2042	
October 2042	
November 2042	
December 2042	
January 2043	

Contract Month	RP (in Base Date dollars) (C)
February 2043	
March 2043	
April 2043	
May 2043	
June 2043	
July 2043	
August 2043	
September 2043	
October 2043	
November 2043	
December 2043	
January 2044	
February 2044	
March 2044	
April 2044	
May 2044	
June 2044	
July 2044	
August 2044	

Contract Month	RP (in Base Date dollars) (C)
September 2044	
October 2044	
November 2044	
December 2044	
January 2045	
February 2045	
March 2045	
April 2045	
May 2045	
June 2045	
July 2045	
August 2045	
September 2045	
October 2045	
November 2045	
December 2045	
January 2046	
February 2046	

Contract Month	RP (in Base Date dollars) (C)
March 2046	
April 2046	
May 2046	
June 2046	
July 2046	
August 2046	
September 2046	
October 2046	
November 2046	
December 2046	
January 2047	
February 2047	
March 2047	
April 2047	
May 2047	
June 2047	
July 2047	
August 2047	
September 2047	

Contract Month	RP (in Base Date dollars) (C)
October 2047	
November 2047	
December 2047	
January 2048	
February 2048	
March 2048	
April 2048	
May 2048	
June 2048	
July 2048	
August 2048	
September 2048	
October 2048	
November 2048	
December 2048	
January 2049	
February 2049	
March 2049	
April 2049	

Contract Month	RP (in Base Date dollars) (C)
May 2049	
June 2049	
July 2049	
August 2049	
September 2049	
October 2049	

APPENDIX C: SEGMENTS OF THE BYPASS

- Please see the attached -



