

**SCHEDULE 24  
LIQUIDATED DAMAGES**

**Delay Liquidated Damages .....1**

**Availability Liquidated Damages .....1**

**TIDS Liquidated Damages .....1**

**General .....ii**

**1. Delay Liquidated Damages**

- (a) If the Substantial Completion Date does not occur on or before the Substantial Completion Target Date, subject to Section 1(b) of this Schedule, the Primary Contractor shall pay to the Province liquidated damages (“**Delay Liquidated Damages**”) in an amount equal to [REDACTED] for each day (or part thereof; for certainty, without pro-rating) from (but excluding) the Substantial Completion Target Date until (and including) the Substantial Completion Date.
- (b) The maximum amount of Delay Liquidated Damages payable by the Primary Contractor shall be [REDACTED].
- (c) Delay Liquidated Damages shall accrue on a daily basis and be payable by the Primary Contractor to the Province on Friday of each week or portion thereof in respect of which Delay Liquidated Damages accrue (whether or not the Province has issued an invoice or demand therefor, provided that, if requested by the Primary Contractor, the Province shall issue an invoice therefor as soon as reasonably practicable after the receipt of such request).

**2. Availability Liquidated Damages**

- (a) If the Availability Demonstration Completion Date does not occur on or before the Availability Demonstration Completion Target Date, subject to Section 2(b) of this Schedule, the Primary Contractor shall pay to the Province liquidated damages (“**Availability Liquidated Damages**”) in an amount equal to \$250,000.00 for each Delay Minute (or part thereof; for certainty, without pro-rating) in excess of 120 Delay Minutes per Million Train Kilometres allocated to Attributable Delay Events in accordance with Article 13.4.2 [Availability Demonstration] of (but subject to Article 13.4.4 [Interruptions in Passenger Service] of) Part 2 of Schedule 4 during the 120 consecutive day period following Service Commencement during which the lowest number of Delay Minutes is allocated to Attributable Delay Events.
- (b) Subject to Section 4(a) of this Schedule, the maximum amount of Availability Liquidated Damages payable by the Primary Contractor shall be \$30,000,000.00.
- (c) Availability Liquidated Damages shall accrue on the day after the Availability Demonstration Completion Target Date and shall be payable in accordance with Section 12.6.A(g).
- (d) For purposes of Section 2(a) of this Schedule, “Million Train Kilometres” and “Attributable Delay Events” have the meaning given in Article 1 [Definitions and Acronyms], Part 1 of Schedule 4.

**3. TIDS Liquidated Damages**

- (a) If the TIDS Demonstration Completion Date does not occur on or before the TIDS Demonstration Completion Target Date, subject to Section 3(b) of this Schedule, the Primary Contractor shall pay to the Province liquidated damages (“**TIDS Liquidated Damages**”) in an amount equal to \$82,644.63 for each 0.001 false trips per Station per day in excess of 0.121 during the 120 consecutive day period following Service Commencement during which the lowest number of false trips per Station per day is reported.

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- (b) Subject to Section 4(a) of this Schedule, the maximum amount of TIDS Liquidated Damages payable by the Primary Contractor shall be \$10,000,000.00.
- (c) TIDS Liquidated Damages shall accrue on the day after the TIDS Demonstration Completion Target Date and shall be payable in accordance with Section 12.6.B(g).
- (d) For purposes of this Section 3(a):
  - (i) “false trips” has the meaning given in, and the determination of the number of false trips per Station per day shall be calculated in accordance with, Article 13.4.3 [TIDS Performance Demonstration], Part 2 of Schedule 4; and
  - (ii) the 120 consecutive day period shall be calculated subject to Article 13.4.4 [Interruptions in Passenger Service], Part 2 of Schedule 4.

**4. General**

- (a) The maximum aggregate amount payable by the Primary Contractor under Sections 2(a) and 3(a) of this Schedule as a result of the occurrence of both of the Liquidated Damages Event specified in Section 2(a) of this Schedule and the Liquidated Damages Event specified in Section 3(a) of this Schedule, where and to the extent that both such occurrences were caused as result of a failure by Thales to comply with its obligations under the ATC Supply Contract shall be the Contract Price (as defined in the ATC Supply Contract).
- (b) Section 12.12 [Province’s Right of Set Off] shall apply to the Primary Contractor’s obligation to pay Liquidated Damages pursuant to this Schedule.