PATTULLO BRIDGE REPLACEMENT PROJECT PROJECT AGREEMENT

Commercial in Confidence Execution

SCHEDULE 3 PROJECT SCHEDULE

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Appendix A Project Schedule

PART 1 GENERAL PROVISIONS

1.1 Diligent Performance of Project Work

Project Co shall:

- (a) commence the Project Work promptly following the Effective Date;
- (b) pursue the Project Work diligently to ensure that each of the milestone events for the completion of the Project Work, in each case as identified in the Project Schedule, as amended from time to time in accordance with Section 1.2 [Project Schedule] of this Schedule, is achieved at or before the time specified therefor in the Project Schedule, as so amended by Project Co; and
- (c) perform the Project Work in material conformity with the Works Schedule, as amended from time to time in accordance with Section 1.3 [Works Schedule] of this Schedule, and with the Construction Management Plan, as amended from time to time in accordance with Section 1.6 [Construction Management Plan] of this Schedule.

1.2 Project Schedule

- (a) The Project Schedule sets out the schedule in accordance with which Project Co is to carry out the Project Work provided for in the Project Requirements.
- (b) Project Co shall submit to the Province's Representative for review in accordance with the Review Procedure an update of the Project Schedule to reflect any extension of any dates included therein as agreed or determined in accordance with Part 7 [Province Changes and Project Co Proposals] or Part 8 [Supervening Events], or any proposed amendments to the Project Schedule contemplated by Section 6.16(e).
- (c) If in the reasonable opinion of the Province or Project Co at any time the actual progress of the Project Work does not conform with the Project Schedule, then, within 10 days of being so advised by the Province or (if earlier) becoming aware of such nonconformity, Project Co shall:
 - (i) provide the Province's Representative with a report identifying the reasons for such nonconformity with the Project Schedule;
 - (ii) submit to the Province's Representative for review in accordance with the Review Procedure a revised Project Schedule, which shall:
 - (A) be in accordance with Good Industry Practice;
 - (B) satisfy the Design and Construction Requirements; and
 - (C) provide for the Project Work to be pursued diligently in accordance with Section 1.1 [Diligent Performance of Project Work] of this Schedule.
- (d) The Province may at any time, as a Province Change pursuant to Part 7 [Province Changes and Project Co Proposals], request a revision to the Project Schedule to accelerate the performance of the Project Work or any component thereof.

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1.3 Works Schedule

- (a) Project Co shall prepare and submit to the Province's Representative for review in accordance with the Review Procedure:
 - (i) within 60 days of the Effective Date, an initial Works Schedule which shall be in all respects consistent with the Project Schedule;
 - (ii) at the same time as a revised Project Schedule is submitted in accordance with Section 1.2(b), 1.2(c) or 1.2(d) of this Schedule, a revised Works Schedule in respect of each such revised Project Schedule which shall be in all respects consistent with such revised Project Schedule; and
 - (iii) on the first Business Day of each month, a revised Works Schedule reflecting the actual progress of the Project Work to the date of submission and the expected progress of the Project Work thereafter, including up to and including the achievement of Substantial Completion of each of the Primary Infrastructure Components, the Completion Components and Bridge Demolition, and Total Completion.
- (b) Other than in the circumstances referred to in Section 1.3(a) of this Schedule, if Project Co wishes to make any amendment to the Works Schedule or if in the opinion of the Province or Project Co at any time the actual progress of the Project Work does not conform with the Works Schedule in any material respect then within 15 days of being so advised by the Province or (if earlier) becoming aware of such nonconformity, Project Co shall:
 - (i) provide the Province's Representative with a report identifying the reasons for such amendment to or nonconformity with the Works Schedule; and
 - (ii) submit to the Province's Representative for review in accordance with the Review Procedure a revised Works Schedule.
- (c) The initial Works Schedule and any revised Works Schedule submitted in accordance with this Section 1.3 shall:
 - (i) be in accordance with Good Industry Practice;
 - (ii) clearly indicate the critical path to the milestones set out in the Project Schedule;
 - (iii) satisfy the Design and Construction Requirements;
 - (iv) be in sufficient detail so as to enable the Province to resource itself appropriately;
 - (v) be in all respects consistent with the Project Schedule;
 - (vi) include a Primavera P6 data file, including baseline, in .XER format;
 - (vii) provide for the Project Work to be commenced and pursued diligently in accordance with Section 1.1 [Diligent Performance of Project Work] of this Schedule; and

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(viii) include all additional information reasonably requested by the Province so as to enable the Province to monitor the progress of the Project Work.

1.4 Conflict between Project Schedule and Works Schedule

The Works Schedule shall be provided for the information of the Province and the Province's Representative. In the event of any conflict between the Project Schedule and the Works Schedule, the Project Schedule shall, unless otherwise agreed by the Province in its discretion, prevail.

1.5 Construction Management Plan

- (a) Project Co shall prepare and submit to the Province's Representative for review in accordance with the Review Procedure, within 60 days after the Effective Date, a plan (the "Construction Management Plan") which shall describe how the key components of the Construction will be carried out and the connection to the Works Schedule including, at a minimum, the following:
 - (i) identify and describe construction methodologies and work procedures for each the following components:
 - (A) New Fraser River Bridge, including but not limited to:
 - (1) foundation construction;
 - (2) pylon construction;
 - (3) superstructure installation (including cables);
 - (4) co-ordination of works with the CN alterations to the Railway Bridge operators hut; and
 - (5) approach span construction;
 - (B) Project Work within the City of Surrey, including but not limited to:
 - (1) management of parking along 112 Avenue;
 - (2) New Fraser River Bridge connection to King George Boulevard;
 - (3) completion of the ramp from New Fraser River Bridge southbound to Highway 17 westbound;
 - (4) integration of new multi-use paths with the existing network;
 - (5) intersection modifications at Bridgeview Drive and King George Boulevard; and
 - (6) modifications to Bridge Road;
 - (C) Project Work on Highway 17, including but not limited to:

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- (1) installation of ground improvements;
- (2) settlement monitoring;
- (3) work adjacent to the existing SkyBridge approach; and
- (4) grade separation at Old Yale Road;
- (D) Project Work within the City of New Westminster, including but not limited to:
 - (1) integration of new multi use paths with existing network;
 - (2) protection of existing trees; and
 - (3) tie in at the New Fraser River Bridge abutment;
- (E) drainage facilities; and
- (F) demolition of the Existing Pattullo Bridge.
- (ii) for each of the components set out in paragraph (i) above, include details to describe each of the following:
 - (A) key issues and constraints affecting Construction and strategies to manage such issues and constraints;
 - (B) construction sequencing and staging including details to describe implementation of temporary roadway alignments and detours, lane and/or road closures, temporary works, temporary bridges and barge facilities, laydown areas, material supply routes, fabrication facilities and sources, and batching plants;
 - (C) excavation management identifying the controls being adopted to avoid or minimise impacts to known archaeological sites, as well as other sites that may be encountered during construction;
 - (D) construction approach to managing the interface between works over and adjacent to existing rail infrastructure;
 - (E) construction approach to managing the interface between works over and adjacent to existing TransLink infrastructure;
 - (F) construction and erection strategy for all Structures and the New Fraser River Bridge including associated roadway and marine traffic management requirements;
 - (G) list of the relevant permits required;
 - (H) utility relocation, protection, installation and co-ordination;

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- (I) description of the construction controls to be used to comply with the requirements of Schedule 6 [Environmental Obligation], including noise and vibration mitigation during Construction (including pile installation), hours of work and limits on noise and vibrations caused by Construction operations both in the Fraser River and on land; and
- (J) monitoring programs for adjacent existing facilities including the Existing Pattullo Bridge and other TransLink infrastructure, the Railway Bridge, buildings, utilities, and other facilities.
- (b) If Project Co wishes to make any amendment to the Construction Management Plan, Project Co shall:
 - (i) provide the Province's Representative with a report identifying the reasons for such amendment to the Construction Management Plan; and
 - (ii) submit to the Province's Representative for review in accordance with the Review Procedure a revised Construction Management Plan.

APPENDIX A PROJECT SCHEDULE

Project Schedule Milestone	Date
Effective Date	7 February 2020
SC1 Substantial Completion Date	31 October 2023
SC2 Substantial Completion Date	31 January 2024
SC3 Substantial Completion Date	30 April 2025
Total Completion	31 October 2025