

**SCHEDULE 1
DEFINITIONS AND INTERPRETATION**

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**PART 1
DEFINITIONS**

1.1 Definitions

In this Agreement, including the Recitals and Schedules hereto, unless otherwise specified or the context otherwise requires, the following words and expressions have the following meanings:

“100-Year Return Period Earthquake Event Level” means the earthquake event level at which there is a high expectancy of an earthquake event during the design life of the applicable structure, with ground motion inputs corresponding to a 100-year return period.

“475-Year Return Period Earthquake Event Level” means the earthquake event level at which there is a moderate chance of an earthquake event during the design life of the applicable structure, with ground motion inputs corresponding to a 475-year return period.

“975-Year Return Period Earthquake Event Level” means the earthquake event level at which there is a low chance of an earthquake event during the design life of the applicable structure, with ground motion inputs corresponding to a 975-year return period.

“2475-Year Return Period Earthquake Event Level” means the earthquake event level at which there is rare chance of occurrence during the design life of the applicable structure, with ground motion inputs corresponding to a 2475-year return period.

“Access” means:

- (a) the physical entry/exit points to properties or buildings from the public right of way utilized by any or all modes of Traffic and includes driveways, stairways, and doorways; or
- (b) the act of entering/exiting properties or buildings as per (a) above.

“Active Construction Zone” means an area in which surveying, construction, maintenance, utility or any other Project Co-initiated activities take place to the extent that the passage of Traffic may be influenced.

“Access Disruption” means a disruption of an Access caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible that affects the ability of Traffic to use, enter or leave the Access.

“Access Period” means the period:

- (a) commencing on the date from which such part of the Project Site is made available to Project Co pursuant to Section 2.3 [Commencement of Project Site Access] of Schedule 8; and
- (b) ending on the date on which Project Co’s access to such part of the Project Site terminates pursuant to Section 2.5 [Termination of Project Site Access] of Schedule 8.

“Access Period Expiry Date” means in respect of any part of the Project Site, the date specified as the “Access Period Expiry Date” in the Conditions of Access relating to such part, as such date may be extended in accordance with Section 3.10 of Schedule 8 [Lands].

“**Action Levels**” has the meaning given in Article 4.2.2(b)(vii)B.(1) [Construction Risk and Impact Assessment Report] of Schedule 4 [Design and Construction], Part 1.

“**Accommodation Agreement**” means the agreement made as of March 10, 2020 between the Province and MVRD (called “MV Utilities” in the agreement) as amended, supplemented or replaced from time to time.

“**Activity Zone**” means any lands which are not a Quiet Zone.

“**Acquisition Cost**” has the meaning given in Section 3.5(a) of Schedule 8 [Lands].

“**Additional Permitted Borrowing**” means any increase in the Original Senior Commitment approved by the Province in accordance with Section 5.7 [Changes Not to Increase Province’s Liability] of this Agreement;

“**Additional Utilities Recoverable Expenditures**” has the meaning given in Section 8.10(a) of this Agreement.

“**Adjusted Progress Amount**” has the meaning given in Section 2.1(a)(i) of Schedule 10 [Payment and Performance Mechanism].

“**Advance Work**” means work initiated prior to the Effective Date in connection with and to facilitate the Project Work, consisting of the design and construction of each of the following components:

- (a) the BC Hydro Power Work described in Article 6.2.2 [BC Hydro Power Work], Part 1 of Schedule 4;
- (b) the Trolley Overhead work described in Article 6.2.3 [Trolley Overhead Work], Part 1 of Schedule 4;
- (c) the Installation of Fibre Optic Cable Work described in Article 6.2.4 [Installation of Fibre Optic Cable Work], Part 1 of Schedule 4;
- (d) the Telus fibre optic cable relocation work described in Article 6.2.5 [Telus Fibre Optic Cable Relocation], Part 1 of Schedule 4;
- (e) the Fortis gas distribution line relocation work described in Article 6.2.6 [Fortis Gas Distribution Line Relocation], Part 1 of Schedule 4;
- (f) BC Hydro duct bank work described in Article 6.2.7 [BC Hydro], Part 1 of Schedule 4;
- (g) the sanitary sewer relocation at Main Street described in Article 6.2.9 [Sanitary Sewer Relocation at Main Street], Part 1 of Schedule 4; and
- (h) the work to be undertaken by PCI at South Granville Station, as described in Article 6.2.10 [South Granville Station Integration] of Part 1 of Schedule 4, Article 10.20 [South Granville Station Integration] of Part 2 of Schedule 4 and the SG Station Scope of Work Drawings.

“**Advance Work Contract**” means the contracts to undertake each part of the Advance Work.

“**Advance Work Contractor**” means a contractor that has been retained by the Province, TransLink or Coast Mountain Bus Company to carry out any of the Advance Work, provided that, if Section 6.2.11 [Coordination with Advance Work Contractors], Part 1 of Schedule 4 applies to any Advance Work Contractor, any such contractor shall cease to be an Advance Work Contractor after the relevant Specified Access Date or anticipated date of completion, as the case may be, referred to in Article 6.2.10 [Coordination with Advance Work Contractors], Part 1 of Schedule 4, and shall, from such date, be deemed to be a Concurrent Work Contractor.

“**Affected Local Business**” means a commercial business property within the Traffic Site whose property, including their Access, may be affected by the Construction works.

“**Affected Property Owner**” means the owner of a property within the Traffic Site whose property, including their Access, may be affected by the Construction.

“**Affiliate**” means, with respect to a person (in this definition, the “**Subject Person**”) any one or more of the following, as applicable:

- (a) any other person or persons that Control the Subject Person, or is or are Controlled by the Subject Person, or is or are Controlled by the same person or persons that Control the Subject Person; and
- (b) in the case of a corporation, any other corporation that is an “affiliate” of the first mentioned corporation within the meaning of “affiliate” as defined in the *Business Corporations Act* (British Columbia) in effect as at the Effective Date;

and includes:

- (c) in the case of Project Co, each shareholder of Project Co and any person that is an “affiliate” of such shareholder and any person that is an “affiliate” of Project Co within the meaning of “affiliate” as defined in the *Business Corporations Act* (British Columbia) in effect as at the Effective Date; and
- (d) in the case of a Principal Contractor that is not a corporation, each corporation or person that is a member of the joint venture or partnership that comprises such Principal Contractor, and each person that is an “affiliate” of a member of the joint venture or partnership that comprises such Principal Contractor within the meaning of “affiliate” as defined in the *Business Corporations Act* (British Columbia) as at the Effective Date.

“**Agent**” means the agent for the Senior Lenders under the Senior Lending Agreements, or any other bank, trustee or other financial institution appointed by the Senior Lenders to act as their agent in relation to the Lenders’ Remedies Agreement and the other Senior Lending Agreements, the Senior Debt and any security for the Senior Debt from time to time in accordance with the Senior Lending Agreements and of which notice in writing is given by Project Co to the Province.

“**Agreed Remedy Cost**” has the meaning given in Article 4.1.2.4(a)(ii) [Final Deficiency List], Part 3 of Schedule 4.

“**Agreement**” means this agreement including all recitals and Schedules to this agreement, as amended, supplemented or restated from time to time by agreement in writing signed by the parties.

“**Air Quality and Greenhouse Gas Management Plan**” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(i) of Schedule 6 [Environmental Obligations].

“**Alignment**” means the geometric alignment of the Broadway Subway Project established by Project Co in accordance with this Agreement, including Article 3 [Alignment], Part 2 of Schedule 4, as shown in the Proposal Extracts, as revised from time to time in accordance with this Agreement.

“**APEGBC Bylaws**” means the bylaws of APEGBC made under the *Engineers and Geoscientists Act* (British Columbia).

“**Applicable Steel Structural Components**” has the meaning set out in Section 3.5(a) of Schedule 7 [Quality Management].

“**Applicant**” has the meaning given in Section 8.1(a)(ii) [Supervening Events] of the Project Agreement.

“**Apprenticeship and Training Targets**” has the meaning given in the BCIB-Contractor Agreement.

“**Approved Purposes**” means any purpose in connection with all or any transportation projects in British Columbia procured or to be procured by the Province or any other Governmental Authority.

“**Arbitration Dispute Notice**” has the meaning given in Section 5.1(a) [Referral to Arbitration] of Schedule 16 [Dispute Resolution Procedure].

“**Arbitrator**” has the meaning given in Section 5.5 [No Conflict for Arbitrator] of Schedule 16.

“**Arbutus Station**” means the Station to be generally located in the vicinity of Arbutus Street and Broadway Street.

“**Arbutus Transit Exchange**” has the meaning set out in Article 9.7 [Arbutus Transit Exchange], Part 2 of Schedule 4.

“**Architect**” means a person having a Certificate of Practice with the Architectural Institute of British Columbia.

“**Archaeological and Heritage Management Plan**” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(ii) of Schedule 6 [Environmental Obligations].

“**Art Installation Plan**” has the meaning set out in Article 10.16.2(e), Part 2 of Schedule 4 [Design and Construction].

“**Assistive Device**” means a device intended to assist persons with disabilities including wheelchairs, scooters, walkers, walking sticks, strollers and other similar devices.

“**ATC Documentation**” means:

- (a) the operation, maintenance and training manuals and handbooks, technical drawings, designs and as-built specifications;

- (b) project work plans, quality assurance plans, test plans, procedures, results and reports; and
- (c) all other documents (if any) pertaining to the ATC Work,

provided by Project Co, whether in written or electronic form, to the extent and in the format and number of copies set out in Schedule C [ATC Technical Requirements] of the ATC Supply Contract.

“**ATC Equipment**” means any and all hardware for the BSP ATC System supplied by Project Co as part of the ATC Work, including ATC Spare Parts.

“**ATC Intellectual Property Infringement Claim**” has the meaning set out in Section 9.3(a) [Indemnification for ATC Intellectual Property Infringement] of this Agreement.

“**ATC Software**” means any software developed or provided by Thales, as contemplated by the ATC Supply Contract, under a limited license or sublicense for use in or with the BSP ATC System, whether owned by Thales or by a third party.

“**ATC Spare Parts**” has the meaning given in Article 3.6.2(b)(iii) [Spare Parts Lists, Spare Parts Plan and Provisioning Conference], Part 3 of Schedule 4.

“**ATC Supply Contract**” means the Principal Contract dated of even date herewith between the Design-Build Contractor and Thales pursuant to which Thales agrees to design, supply, install, test and commission the BSP ATC System and perform related work and services in relation thereto, as amended, supplemented or replaced from time to time.

“**ATC System Configuration Data Management Plan**” means Attachment 3 to Appendix C to the ATC Technical Requirements, as the same may be amended in accordance with the ATC Supply Contract.

“**ATC Technical Requirements**” has the meaning given to it in the ATC Supply Contract.

“**ATC Work**” means the activities carried out or to be carried out and the services (including training services) provided or to be provided by Project Co:

- (a) for the BSP ATC System (other than Spare Parts):
 - (i) the Design, development, engineering, management, manufacture, supply, assembly, testing, delivery, installation, commissioning, transitioning and warranty thereof;
 - (ii) development, finalization and delivery of the ATC Documentation; and
 - (iii) the design, development and provision of training services and instruction and maintenance manuals relating to the operation and maintenance thereof; and
- (b) for the Spare Parts to be provided in respect of the BSP ATC System, the design, development, engineering, manufacture, supply, factory testing and delivery thereof,

all as more particularly described in this Agreement.

“**At Grade Guideway**” means those structures located at grade within which track will be installed.

“**Attributable Train Delay Event**” means a Train Delay Event directly attributable to a deficiency or defect in the Design, Construction or implementation of the BSP, including associated changes to elements of the Existing SkyTrain System, as determined by the BCRTC or under the Dispute Resolution Procedure.

“**Attributable Delay Minutes**” means Delay Minutes attributable to the BSP as a result of an Attributable Train Delay Event, as determined by BCRTC or under the Dispute Resolution Procedure.

“**Attributable False Trip**” means a False Trip attributable to the BSP, as determined by the BCRTC or under the Dispute Resolution Procedure.

“**Authority Having Jurisdiction**” means the person retained by the Province to act as authority having jurisdiction pursuant to and in respect to the Construction Approval Process.

“**Authorization to Proceed with Construction**” means an authorization to proceed with construction, issued by the Authority Having Jurisdiction in respect of a Station (including bike parkades) in accordance with the Construction Approval Process.

“**AW0**” means the weight of an empty MKII 300/400 series Vehicle (21,500 kg).

“**AW1**” means AW0 plus the weight of all 33 seats occupied, assuming an average weight of 70 kg per passenger.

“**AW2**” means AW1 plus the weight of four standing passengers per square metre (99 standing passengers), assuming an average weight of 70 kg per passenger.

“**AW3**” means AW1 plus the weight of six standing passengers per square metre (148 standing passengers), assuming an average weight of 70 kg per passenger.

“**AW4**” means AW1 plus the weight of eight standing passengers per square metre (198 standing passengers), assuming an average weight of 70 kg per passenger.

“**Background IP**” means Intellectual Property, whether or not specifically identified as Background IP in Appendix C [Background IP and Third Party IP] to this Schedule, that is owned by Project Co, a Principal Contractor or a Subcontractor, or any Affiliate thereof and that is or will be embedded in or used in connection with the Project Intellectual Property, or necessary or desirable to implement, operate or exploit the Project Intellectual Property, but which was not created or brought into existence for any of the Project Intellectual Property Purposes and provided that, for clarity, the “**Background IP**” does not include any of the Third Party IP.

“**Base Contract Price**” has the meaning given in Section 10.1(a) of this Agreement.

“**Base Level Personnel Resources**” has the meaning set out in Section 1.1(b) of Attachment C [TransLink and Project Co Resource Obligations] to Article 13, Part 2 of Schedule 4.

“**Base Level Train Resources**” has the meaning set out in Section 1.1(c) of Attachment C [TransLink and Project Co Resource Obligations] to Article 13, Part 2 of Schedule 4.

“**BC Hydro Power Work**” means the Advance Work referred to in Article 6.2.2(a), Part 1 of Schedule 4 [Design and Construction].

“**BC Hydro Power Work Contract**” means the document or documents specified in Appendix B [Advance Work Contracts] to this Schedule for the performance of the BC Hydro Power Work, except the works referred to in Article 6.2.2(b), Part 1 of Schedule 4 [Design and Construction], as may be amended from time to time.

“**BCIB**” means BC Infrastructure Benefits Inc.

“**BCIB-Contractor Agreement**” means the agreement to be entered into between BCIB and Project Co, in the form set out in Appendix A [Form of BCIB-Contractor Agreement] to Schedule 21, as amended, supplemented or replaced from time to time by written agreement of the parties thereto.

“**BCIB-Subcontractor Agreement**” means each agreement to be entered into between BCIB and a Principal Contractor or Subcontractor in accordance with Section 1.4 [BCIB-Subcontractor Agreements] of Schedule 21, as amended, supplemented or replaced from time to time by written agreement of the parties thereto.

“**BCRTC Service Delay Allocation Methodology**” means the analysis and calculations undertaken periodically by BCRTC to identify and allocate responsibility for operational delays which affect, as applicable, the Existing SkyTrain System or the Integrated SkyTrain System, a copy of which is attached as Attachment B [BCRTC Service Delay Allocation Methodology] to Article 13 [Systems], Part 2 of Schedule 4.

“**BCTFA**” has the meaning given in the Recitals.

“**BNSF**” means the BNSF Railway Company.

“**Best Management Practices**” means the environmental best management practices applicable for transit construction, including but not limited to Good Industry Practice and the Reference Documents.

“**Blue Light Station**” means a location along the Guideway, indicated by a blue light, where emergency service or authorized personnel can disconnect traction power.

“**Bored Tunnel**” means any portion(s) of the Tunnel constructed using a TBM.

“**Bored Tunnel Alignment**” means the alignment of the Bored Tunnel shown in the Proposal Extracts.

“**Broadway**” means either or both East Broadway Street or West Broadway Street in the City of Vancouver.

“**Broadway – City Hall Canada Line Station**” or “**BCH-CL Station**” means the existing Canada Line station to be modified to accommodate integration with the Broadway Subway Project in accordance with this Agreement.

“**Broadway – City Hall Millennium Line Station**” or “**BCH-ML Station**” means the new portion of Broadway-City Hall Station that will service passengers along the Operational Millennium Line and that will be integrated with the Broadway-City Hall Canada Line Station in accordance with this Agreement.

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“**Broadway – City Hall Station**” or “**BCH Station**” means one integrated station that includes the Broadway – City Hall Millennium Line Station and Broadway – City Hall Canada Line station and that provides passenger service to both the Operational Millennium Line and the Canada Line.

“**Broadway Subway Branding and Graphic Standards**” means the document of the same name provided in the Data Room by the Province.

“**Broadway Subway Business Relations Plan**” means the document of the same name provided in the Data Room by the Province.

“**BSP**” or “**Broadway Subway**” or “**Broadway Subway Project**” means all of the advanced rapid transit infrastructure to be designed, created, constructed, supplied, tested and commissioned in accordance with this Agreement and, for greater certainty, includes the various components as they are designed, created, constructed, supplied, tested and commissioned.

“**Broadway Subway Communications and Community Relations Plan**” means the document of the same name provided in the Data Room by the Province.

“**Broadway Subway Project Environmental and Socio-Economic Review**” means the document of the same name provided in the Data Room by the Province.

“**Broadway Traffic Site**” means, for the purpose of Schedule 4, the cumulative and maximum extent and boundaries of the areas of Broadway and intersecting and parallel streets affected by Traffic Management implemented by Project Co for the purposes of the Construction and includes all Station Traffic Sites, Crossover Traffic Sites and Undefined Traffic Sites in such areas, as delineated and modified in the Traffic Control Plans.

“**BSP ATC System**” means the automatic train control system for the BSP and includes the ATC Equipment, ATC Software and ATC Documentation.

“**BSP Coordinate System**” has the meaning given in Article 16.3(b) of Part 2, Schedule 4 [Design and Construction].

“**BSP Delay Allocation Committee**” means the committee described in Article 13.4.2.1.B of Part 2, Schedule 4 [Design and Construction].

“**BSP Service Train-Kilometres**” means service train-kilometres operated with travel segments which start within the BSP, and end within the BSP or no further east than VCC-Clark Station, or vice-versa.

“**BSP TIDS Review Committee**” means the committee described in Article 13.4.3.1.B, Part 2 of Schedule 4.

“**Builders Lien Holdback**” has the meaning given in Section 3.3(a) of Schedule 10 [Payment and Performance Mechanism].

“**Builders Lien Holdback Letter of Credit**” has the meaning given in Section 4.1 of Schedule 10 [Payment and Performance Mechanism].

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“**Building Code Review Agent**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 2.1.3(f), Part 3 of Schedule 4.

“**Building Structures**” means the station headhouse and emergency egress headhouse building structures located above ground and the building structural elements located inside the reinforced concrete underground box structures.

“**Bulked Quantity**” means the quantity as measured by truck loads hauled to accredited disposal facilities; the bulked quantity of each truck load will be determined based on each truck’s “Hauled Load Volume” (as set out in the Blue Book published by the Road Builders and Heavy Construction Association) and the weigh-bill received for the load at the disposal facility. If the weigh-bill demonstrates the truck was fully loaded, the bulked quantity of the load shall be the “Hauled Load Volume”. If the weigh-bill demonstrates the truck was not fully loaded, the bulked quantity shall be determined by adjusting the “Hauled Load Volume” by the percentage of the load (which percentage will be determined based on the weigh-bill weight to the weight of a full load).

“**Bus**” means the road-based public transportation system operated by the relevant Transit Operator, comprising buses, HandyDART vehicles, and community shuttles, and such Transit Operators’ service vehicles in respect of such buses, HandyDART vehicles, and community shuttles.

“**Business Advisory Sign**” means an information sign that provides information regarding business activities and assists in directing customers and Traffic to businesses affected by Construction.

“**Business Advisory Sign Plan**” means a plan for Business Advisory Signs as described in Schedule 9 [Communications, Community Relations and Business Relations] that supports customer awareness of and wayfinding to businesses affected by Construction.

“**Bus Delay**” means the average delay to Buses at a specific point on Broadway while merging from the curb lane to the adjacent traffic lane measured over the course of any two hour period.

“**Bus Disruption**” means a disruption of a Bus Facility, Bus route, schedule or operation caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible.

“**Bus Facility**” means on and off-street infrastructure supporting Bus services including Bus stops, Bus Lanes, Bus wheelchair pads, Bus bays, garbage receptacles, Bus passenger queuing areas (formal and informal) and associated Signs and Pavement Markings, as well as Bus operator amenities such as crew rooms.

“**Bus Integration Plans**” means the drawings titled “Bus Integration Plans” included in Schedule 4 [Design and Construction], Appendix A [Drawings].

“**Bus Lane**” means a traffic lane that is restricted to use by Buses only, on a part or full-time basis, through the provision of Signs or Pavement Markings.

“**Bus Operator**” means TransLink’s bus-operating subsidiaries and service providers, including the Coast Mountain Bus Company, and First Transit.

“**Bus Priority Measure**” means a strategy, technique or infrastructure designed and implemented to prioritize the efficient movement of Buses over other modes of Traffic, except Emergency Response Vehicles.

“**Business Day**” means a day other than a Saturday, Sunday or Statutory Holiday in British Columbia.

“**Business Relations Manager**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 2.3(c)(ii) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Business Relations Plan**” has the meaning given in Section 2.5(g) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Bus Signal Priority**” means an active or passive strategy or technique designed to favour the efficient movement of Buses over and above other modes of Traffic, excluding Emergency Response vehicles, through a traffic signal controlled intersection, commonly referred to as Transit Signal Priority or TSP.

“**Canada Line**” means the rapid transit system between downtown Vancouver, the City of Richmond and the YVR airport.

“**Capacity-Protected Components**” means those components of a Structure which are in the seismic load path, with capacities in excess of seismic demands limited by the lower capacities of a Permitted ERS in the same seismic load path. All components of the Guideway structure other than the components of a Permitted ERS are deemed to be Capacity-Protected Components.

“**CASL**” means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada).*

“**Category 0 Structure**” means a Structure categorized as “Category 0” as described in Article 2.2.5.3(i) of Part 3 of Schedule 4.

“**Category I Structure**” means a Structure categorized as “Category I” as described in Article 2.2.5.3(ii) of Part 3 of Schedule 4.

“**Category II Structure**” means a Structure categorized as “Category II” as described in Article 2.2.5.3(iii) of Part 3 of Schedule 4.

“**Category III Structure**” means a Structure categorized as “Category III” as described in Article 2.2.5.3(iv) of Part 3 of Schedule 4.

“**Certificate**” means any certificate in the form of one of the certificates set out in Attachment A to Part 3 [Certification and Completion] of Schedule 4.

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“**Certificate of Substantial Completion**” means the certificate issued by the Independent Certifier in accordance with Article 4.1.2.6 [Issuance of Certificate of Substantial Completion], Part 3 of Schedule 4, confirming the achievement of Substantial Completion of the Project Work.

“**Certificate of Total Completion**” means the certificate issued by the Province’s Representative in accordance with Article 4.2.3 [Certification of Total Completion], Part 3 of Schedule 4, confirming the achievement of Total Completion of the Project Work.

“**Certificate of Total Completion (Reinstatement Work)**” means a certificate of total completion issued by the Independent Certifier in respect of Reinstatement Work in accordance with Article 4.3(d)(i) [Certification of Total Completion (Reinstatement Work)], Part 3 of Schedule 4.

“**Certified Project Description**” means the schedule titled “Certified Project Description” attached to the Environmental Assessment Certificate.

“**Change Certificate**” has the meaning given in Section 2.7 [Change Certificate] of Schedule 11.

“**Change in Control**” means a Change in Ownership resulting in a change of the person or persons having Control of Project Co.

“**Change in Costs**” means, in respect of any Province Change or Supervening Event, the net amount (calculated in accordance with Sections 2.3 [Preparation of Change Report] and 2.4 [Valuation of Change in Costs] of Schedule 11), which may be positive or negative, of:

- (a) all additional costs (including direct and indirect costs, capital expenditure costs and financing costs) which Project Co reasonably expects to incur as a direct consequence of implementing the Province Change which Project Co would not incur if the Province Change is not implemented, or as a result of such Supervening Event, as the case may be; and
- (b) any cost savings (including direct and indirect costs, capital expenditure costs and financing costs) or other credits which Project Co can realize as a direct consequence of implementing the Province Change, including costs which Project Co would incur if the Province Change is not implemented, or as a result of such Supervening Event, as the case may be.

“**Change in Law**” means the coming into force, after the Financial Submittal Date, of any new Law in Canada (including a new Law relating to Taxes), or any amendment to or repeal of any existing Law in Canada (including an existing Law relating to Taxes) (but excluding in each case any lawful requirements of any Governmental Authority (unless resulting from a Change in Law)) which is binding on Project Co, but excluding any such new Law or amendment or repeal:

- (a) relating to Taxes or any amendment to or repeal of any existing Law relating to Taxes that in either case is of general application in respect of capital or large corporations taxes, the rate of taxation applicable to the general income of a person or a change in the manner of calculation of the general income of a person;
- (b) arising from any change in the interpretation of any Law, other than a judgement of a relevant Court which changes binding precedent in British Columbia;

- (c) arising from or in any way connected to or having substantially the same effect as any Law which, as of the Financial Submittal Date:
- (i) had been introduced as a Bill in the Legislative Assembly of British Columbia or the Parliament of Canada or in a draft statutory instrument published or issued by a Governmental Authority; or
 - (ii) had been published in the Canada Gazette or in a draft bill as part of a Governmental Authority discussion or consultation paper;
 - (iii) relating to the application for, coming into effect, terms, implementation, repeal, revocation or otherwise of any Permit; or
 - (iv) consisting of an amendment, replacement or repeal of any of the Reference Documents.

“Change in Ownership” means, with respect to a person, a change in the ownership, whether beneficial or otherwise, of the shares or units of ownership of such person, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of such person.

“Changeable Message Sign” means an electronically programmable sign that is used to display traffic information to travellers.

“Change Report” has the meaning given in Section 2.3(a) [Preparation of Change Report] of Schedule 11.

“Checking Team” means the relevant group of engineers assigned to independently undertake a design check in accordance with the Design and Construction Certification Procedure.

“City” means the City of Vancouver.

“Claim” means any claim, demand, action, cause of action, suit or proceeding.

“Clear Sidewalk Width” means the unobstructed width of sidewalk available for Pedestrian movement and excludes widths designated, occupied or used:

- (a) as bus passenger queueing areas;
- (b) for opening doorways; and
- (c) by Street Furniture

“Clock-face Hour” means the period of 60 minutes which, for any relevant hour xx, starts with xx:00 and ends with xx:59.

“Collateral Agreement” means:

- (a) in the case of Principal Contractors other than Thales, an agreement to be entered into between the Province, BCTFA, each Principal Contractor, Project Co and any other parties contemplated

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by Schedule 19 [Collateral Agreements] in the form set out in Schedule 19 [Collateral Agreements], each as amended, supplemented or replaced from time to time in accordance with this Agreement; and

- (b) in the case of Thales, the agreement to be entered into between the Province, BCTFA, the Design-Build Contractor, the Project Co, Thales and such other persons determined in the discretion of the Province in the form agreed pursuant to the terms of the ATC Supply Contract, as such agreement is amended, supplemented or replaced from time to time in accordance with this Agreement.

“Combined Services Drawings” means those cross-sectional drawings for each type of Guideway that shows the arrangement of all Guideway and trainway elements, equipment, services, hardware components, vehicle clearance envelopes, walkway envelopes (emergency and maintenance) including construction tolerances, which will demonstrate that all Guideway and trainway elements, equipment, hardware components, vehicle clearance envelopes, walkway envelopes (emergency and maintenance) do not conflict with each other.

“Commercial Arbitration Rules” means the BCICAC’s Domestic Commercial Arbitration Rules of Procedure, as revised September 15, 2016 and as amended from time to time.

“Commercial Locker” has the meaning in Article 10, Part 2 of Schedule 4 [Design and Construction].

“Commissioner” means the Information and Privacy Commissioner under FOIPPA.

“Commissioning Director” means the Key Individual appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], who shall chair meetings in accordance with Section 1.13.3(g) [Systems Commissioning Plan] of Schedule 4 [Design and Construction], Appendix G [Systems General Requirements], and who shall plan and direct the testing and commissioning activities as required to demonstrate that the Systems meet all performance, safety, reliability, system assurance, and functional requirements set out in this Agreement. The Commissioning Director shall be an individual, company or agency having a minimum of 10 years of experience in the commissioning of rail transit systems, equipment and facilities of similar scope and complexity to the Project.

“Committed Standby Facility” means any credit facility established by or for the benefit of Project Co for the sole purpose of funding any cost overruns, increased expenses or loss of revenue incurred by Project Co in connection with the Project, provided that funds advanced under any such facility are not used in substitution for other non-standby sources of committed funding designated for those purposes.

“Communications, Community Relations and Business Relations Plan” has the meaning given in Section 2.5 of Schedule 9 [Communications, Community Relations and Business Relations].

“Communications, Community Relations and Business Relations Obligations” has the meaning given in Section 2.1 of Schedule 9 [Communications, Community Relations and Business Relations].

“Communications, Community Relations and Business Relations Quality Management Plan” means the plan for the quality management of communications, community relations and business relations components of the Project prepared by Project Co in accordance with Appendix G [Communications, Community Relations and Business Relations Quality Management Plan] to Schedule 7.

“**Communications Director**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 2.3(b) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Community and Stakeholder Relations Manager**” means each of the Key Individuals to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 2.3(c)(i) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Community and Stakeholder Relations Plan**” has the meaning provided in Section 2.5(f) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Communications Working Group**” means the Province’s working group for communications and community relations, as set out in the Broadway Subway Communications and Community Relations Plan.

“**Community Benefits Agreement**” means the community benefits agreement dated July 17, 2018 between the Allied Infrastructure and Related Construction Council of British Columbia and BCIB, and attached as Appendix B to Schedule 21 [Community Benefits Requirements], as amended, supplemented or replaced from time to time in accordance with this Agreement.

“**Community Benefits Requirements**” has the meaning given in Section 1.1 [Community Benefits Requirements] of Schedule 21.

“**Compass Card and Faregate Equipment**” means CVMs, ETMs, RSVs, faregates, RFID equipment and the equipment to be installed on the racks in the EER.

“**Compass Card and Faregates Collection System**” means the new electronic fare collection system for all of TransLink’s public transportation services and modes being designed, constructed, operated and maintained by TransLink and the CFC.

“**Compass Card and Faregates Work**” means the supply, installation, testing, commissioning, operating and maintenance of the Compass Card and Faregate Equipment to be undertaken by the CFC at all Stations.

“**Compass Card and Faregates Concurrent Work Contractor**” or “**CFC**” means a Concurrent Work Contractor retained by TransLink to carry out Compass Card and Faregates Work.

“**Compass Card and Faregates Work Target Start Date**” means the date that is 104 days prior to the Substantial Completion Date.

“**Compensation Event**” means any of the following events or circumstances:

- (a) a breach by the Province of Section 2.5(a)(i) or Section 2.5(c) of this Agreement, or Section 2.3 [Commencement of Project Site Access] or Section 3.8 [Postponement of Specified Access Date] of Schedule 8 [Lands];

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- (b) the circumstances referred to in Section 2.15(d) of this Agreement as constituting a Compensation Event;
- (c) the existence as at or after the Financial Submittal Date of any Project Site Agreement, Encumbrance or Utility Agreement, agreement with any Railway or the City or any Third Party Contractor, or any amendment to any thereof, affecting any Project Lands or any Infrastructure on any Project Lands, that:
 - (i) in the case of a Project Site Agreement or Encumbrance, is not described in or referred to in either of Appendix A [Project Lands and Other Lands] or Appendix B [Project Site Encumbrances] to Schedule 8;
 - (ii) is not registered in the Land Title Office against title to any Project Lands as at the Financial Submittal Date; and
 - (iii) Project Co does not otherwise have knowledge of, could not have discovered through the exercise of reasonable due diligence (provided that any investigation of Crown grants or unregistered leases shall be deemed not to be required for reasonable due diligence to have been exercised for these purposes) and could not reasonably have been anticipated from an analysis of all relevant information available to Project Co (including the Disclosed Data) as at the Financial Submittal Date, having regard to the opportunity afforded Project Co to conduct such due diligence and analysis before the Financial Submittal Date;
- (d) a claim asserting infringement of indigenous rights or indigenous treaty rights or indigenous title by any indigenous group(s), but not including any Protest Action resulting from or in connection with any such claim (provided that, for certainty, the exclusion of any such Protest Action from this paragraph (d) shall not prejudice any otherwise valid claim that Project Co may have as a result of the occurrence of a Compensation Event referred to in paragraph (p) of this definition;
- (e) the circumstances referred to in Section 4.20(c) of this Agreement as constituting a Compensation Event;
- (f) [Not Used];
- (g) delay by the Province in authorizing and directing the Insurance Trustee to disburse Property Damage Insurance Proceeds in accordance with Section 6.18(c) or Section 6.18(d) of this Agreement as applicable, after all conditions to such authorization and direction have been satisfied, beyond the relevant time periods provided for in those Sections;
- (h) the circumstances referred to in Section 11.2(c) of this Agreement as constituting a Compensation Event;
- (i) the circumstances referred to in Section 11.3(c) of this Agreement as constituting a Compensation Event;
- (j) the circumstances referred to in Section 11.4(d) of this Agreement as constituting a Compensation Event;

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- (k) the circumstances referred to in Section 11.5(c) of this Agreement as constituting a Compensation Event;
- (l) [Not Used];
- (m) the existence of Non-Foreseeable Contamination or ground water, surface water, soil or other materials that in any such case is or contains Non-Foreseeable Contamination, except to the extent:
 - (i) any actions required to be taken by Project Co pursuant to Part 3 [Contamination and Hazardous Substances] of Schedule 6 in respect of such Non-Foreseeable Contamination, or such ground water, surface water, soil or other materials, are required to be taken as a result of or in connection with Project Co or any person for whom Project Co is in law responsible causing, contributing to or exacerbating any such Non-Foreseeable Contamination or any such ground water, surface water, soil or other materials; or
 - (ii) such Non-Foreseeable Contamination or any such ground water, surface water, soil or other materials is or contains in any such case Contamination which is caused, contributed to or exacerbated by Project Co or any person for whom Project Co is in law responsible; or
 - (iii) Section (cc) of the definition of Compensation Event applies;
- (n) the existence of any Subsequent Contamination, except to the extent:
 - (i) any actions required to be taken by Project Co pursuant to Part 3 [Contamination and Hazardous Substances] of Schedule 6 in respect of such Subsequent Contamination are required to be taken as a result of or in connection with Project Co or any person for whom Project Co is in law responsible causing, contributing to or exacerbating any such Subsequent Contamination; or
 - (ii) any such Subsequent Contamination is caused, contributed to or exacerbated by Project Co or any person for whom Project Co is in law responsible;
- (o) the circumstances referred to in Section 2.2(f)(i) of Schedule 2 [Representatives, Review Procedure and Consent Procedure] as constituting a Compensation Event;
- (p) subject to Section 8.9(a) of this Agreement, a Protest Action;
- (q) a Discriminatory Change in Law;
- (r) damage to or destruction of the Project Infrastructure or part thereof caused by a Seismic Event;
- (s) acts or omissions of any Third Party Contractor, the City, MVRD or any owner or operator of Third Party Facilities on or about the Project Site occurring on or after the Effective Date except in the ordinary course of carrying out works or activities referred to in Article 6 [Work by Others], Part 1 of Schedule 4 (provided that, for certainty, any wilful misconduct, negligent act or

negligent omission of any Third Party Contractor shall be deemed not to have been in the ordinary course of carrying out such works or activities);

- (t) the failure by an Advance Work Contractor to complete any Advance Work in accordance with the relevant Advance Work Contract by the later of:
 - (i) the Specified Access Date for the Designated Project Lands affected by such Advance Work; and
 - (ii) the relevant anticipated date of completion specified in Article 6 [Work by Others], Part 1 of Schedule 4.
- (u) TransLink does not achieve Service Commencement on or by the Service Commencement Target Date;
- (v) [Not Used];
- (w) any failure by TransLink to provide, in accordance with the planning and scheduling procedures contemplated by Attachment C [TransLink and Project Co Resource Obligations] to Article 13, Part 2 of Schedule 4, the Base Level Personnel Resources or the Base Level Train Resources;
- (x) the circumstances referred to in Article 1.7.3 [Province Adjustments to Traffic Requirements], Part 4 of Schedule 4 as constituting a Compensation Event;
- (y) the existence of a Nonconformity caused solely by a Province Non-Excusable Event;
- (z) the circumstances referred to in Section 11.4(f) of this Agreement as constituting a Compensation Event;
- (aa) the discovery of grouted steel anchors that directly and adversely impact the operation of a TBM, or the construction of Mined Structures, the existence of which:
 - (i) was not disclosed to Project Co in the Disclosed Data as at the Financial Submittal Date; and
 - (ii) Project Co did not otherwise have knowledge of as at the Financial Submittal Date, could not have discovered through the exercise of reasonable due diligence prior to the Financial Submittal Date, and could not reasonably have been anticipated from any analysis of all relevant information available to Project Co (including the Disclosed Data) as at the Financial Submittal Date.
- (bb) subject to Section 8.14 of this Agreement, the existence of Ground Materials Containing Foreseeable Contamination; and
- (cc) subject to Section 8.14 of this Agreement, the existence of Contaminated Building Materials.

“Competitive Procurement Requirements” means all applicable requirements of Laws, including all treaties or agreements relating to trade to which the Province is required to comply from time to time, and of procurement policies or guidelines of the Province in effect from time to time.

“**Complaints Protocol**” has the meaning given in Section 18.2(b).

“**Complete License**” means, in respect of any Licensed Property, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid, sublicensable, transferable and assignable licence or sub-licence (if applicable) for the Province, BCTFA, their employees, agents, contractors, consultants, advisors, sublicensees, successors and assigns to do any one or more of the following for any one or more of the Complete License Purposes:

- (a) exercise, in respect of the Licensed Property, all of the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, make Modifications to, publish, distribute and otherwise use the Licensed Property in any medium or format, whether now known or hereafter devised;
- (b) use, make, have made and otherwise implement, operate or exploit any product or service based on, embodying, incorporating or derived from the Licensed Property; and
- (c) exercise any and all other past, present or future rights in and to the Licensed Property.

“**Complete License Purposes**” means, for any Licensed Property, any and all use whatsoever in relation to any design, construction, completion, commissioning, testing, operation, maintenance, repair, modification, alteration, adaptation, rehabilitation, improvement, expansion, extension, financing or regulation (including with respect to the contemplation, procurement or undertaking of any such activities by the Province or any third parties) in connection with the applicable Approved Purposes for such Licensed Property, and/or, for all Licensed Property, the carrying out of any statutory, public or other powers, authorities, discretions, duties or functions in respect of any of the foregoing, including the development of transit standards, policies and procedures.

“**Compulsory Acquisition Laws**” means all Laws authorizing the expropriation or other compulsory acquisition of land or Land Rights, including the *Transportation Act* (British Columbia), the *Transportation Investment Act* (British Columbia) and the *Expropriation Act* (British Columbia).

“**Compulsory Acquisition Order**” means any order or other process of any Court or other relevant body or authority pursuant to a Compulsory Acquisition Law effecting the expropriation or other compulsory acquisition of any land or Land Rights in any Province Lands forming or intended to form part of the Project Site, but does not include an agreement entered into pursuant to Section 3 of the *Expropriation Act* (British Columbia).

“**Computer Room**” means the existing computer room at the OMC which includes, among other things, the SMC and the VCC, and which is the primary room at which computers required for, as applicable, the Existing SkyTrain System or the Integrated SkyTrain System are located.

“**Concept Review**” means a concept review of Design Data in accordance with Bylaw 14(b) [Quality Management] of the APEGBC Bylaws and in accordance with the APEGBC Concept Review Guidelines.

“**Concurrent Work**” means the work carried out after the Effective Date in connection with the Project Work as set out in Article 6.3 [Concurrent Work] of Part 1, Schedule 4 [Design and Construction] (each part of the work, the “**Concurrent Work Components**”).

“**Concurrent Work Contractor**” means a party that is undertaking or prosecuting Concurrent Work.

“**Conditions of Access**” means, in respect of any part of:

- (a) the Project Site, the conditions of access relating to such part contained in the Data Room entitled “Conditions of Access” prior to the Financial Submittal Date; and
- (b) subject to Section 4.4 of Schedule 8, any Designated Project Lands acquired by the Province or BCTFA pursuant to Section 3.2(b)(i)(A) of Schedule 8 [Lands] or any Supplementary Project Lands, the Conditions of Access prepared by the Province in respect thereof on or about the date of acquisition.

“**Confidential Information**” means all confidential or proprietary information of a party that is (whether before, on or after the Effective Date) supplied, or to which access is granted, to or on behalf of another party pursuant to or relating to this Agreement (including the terms of this Agreement and any documents or information supplied in the course of proceedings under the Dispute Resolution Procedure), either in writing, or in any other form, directly or indirectly pursuant to discussions with another party, and includes all documents, computer records, specifications, formulae, evaluations, methods, processes, technical descriptions, reports, analyses, compilations, studies and other data, records, drawings and information and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information, and expressly includes Disclosed Data, Personal Information and all information, documents and particulars provided to the parties by the Independent Certifier pursuant to Section 2.6(d) and referred to in Section 3.3 [Information and Services], in each case, of the Independent Certifier Contract.

“**Conflict Avoidance Zone**” or “**CAZ**” means a region of the ATC guideway, implemented within the VCC, to prevent more than one automatic train from entering into the region defined by the CAZ area.

“**Consent Procedure**” means the procedure defined in Section 2.2(a) [Consent Procedure] of Schedule 2 whereby submissions for consent in respect of certain matters are made by Project Co to the Province’s Representative.

“**Consequential Losses**” means any damages or losses that would be considered under applicable British Columbia law to constitute consequential damages or losses, whether or not any such loss arises directly or indirectly from the incident giving rise to the claim and whether foreseeable or not, howsoever caused, even if a party knew or should have known of the possibility or likelihood of such damage or such loss.

“**Construction**” means:

- (a) the performance of all construction, alteration, augmenting, upgrading, installation, configuration, integration, completion, testing, commissioning, reinstatement, rectification and other services and activities, including site preparation, decommissioning and demolition and Temporary Works, required to be performed or carried out by Project Co in accordance with this Agreement;
- (b) the performance of all project management, quality management, environmental management, communications management and other management services and activities required to be performed or carried out by Project Co for the carrying out of the foregoing;
- (c) the supply by Project Co of all Plant, Construction Plant, other property, materials and workers for the performance or carrying out of the foregoing; and

(d) all other work, services and activities to be provided by Project Co in respect of the foregoing,

all as set out and described in and in accordance with this Agreement, including the Design and Construction Certification Procedures set out in Part 3 [Design and Construction Certification] of Schedule 4.

“**Construction and Demolition Waste Management Plan**” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(iii) of Schedule 6 [Environmental Obligations].

“**Construction and Traffic Notification Plan**” has the meaning given in Section 2.5(c) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Construction Approval Process**” means the process set out in Schedule 4 [Design and Construction], Appendix E [Construction Approval Process], which process forms part of the Design and Construction Certification Procedures.

“**Construction Certificate**” means a Certificate in respect of the Construction as provided by Project Co pursuant to the Design and Construction Certification Procedure.

“**Construction Environmental Management Plan**” means the plan prepared by Project Co in accordance with Section 2.5 [Construction Environmental Management Plan] of Schedule 6.

“**Construction Management Plan**” has the meaning given in Section 1.5(a) [Construction Management Plan] of Schedule 3.

“**Construction Plant**” means plant, materials, tools, implements, equipment, machinery, vehicles, temporary buildings and structures, whether owned or leased by Project Co, a Principal Contractor or a Subcontractor, necessary for or used or to be used in the performance of the Project Work, but does not include Plant.

“**Construction Quality Management Plan**” means the plan for the quality management of the Construction prepared by Project Co in accordance with Appendix C [Construction Quality Management Plan] to Schedule 7.

“**Construction Risk and Impact Assessment Report**” means the report prepared and submitted by Project Co in accordance with Article 4.2.2 [Construction Risk and Impact Assessment Report] of Schedule 4 [Design and Construction], Part 1.

“**Construction Specifications**” means the specifications, criteria and requirements for materials and products, procedures and methodology for providing, performing and carrying out the Design and Construction of the Non-Systems Components as developed by Project Co in accordance with this Agreement, including Appendix C [Minimum Considerations for Construction Specifications] to Schedule 4.

“**Contaminated Building Materials**” means materials that: are from demolition of existing buildings on the Project Site; and contain Existing Contamination (whether Foreseeable Contamination or Non-Foreseeable Contamination).

“**Contaminated Sites and Excavated Materials Management Plan**” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(iv) of Schedule 6 [Environmental Obligations].

“**Contamination**” means the presence of any Hazardous Substance in the environment (including Hazardous Substances that occur naturally in the environment or result from natural processes such as, for example, Hazardous Substances resulting from acid-generating rock), except Hazardous Substances present in the environment in quantities or concentrations below permissible levels as set by applicable Environmental Laws. If Contamination is present in soil, soil vapour, surface water, sediment or ground water, then the soil, soil vapour, surface water, sediment or groundwater, as the case may be, containing the Contamination will also be deemed for the purposes of this Agreement to be Contamination.

“**Contingent Funding Liabilities**” means any contingent liabilities, directly or indirectly, of the Affiliates of Project Co, in respect of financial obligations owed to Project Co or the Senior Lenders under the Senior Lending Agreements, that are triggered as a result of or in relation to the termination of this Agreement, such as, for example, obligations to fund reserve accounts, and guarantees or letters of credit in respect of deferred equity, subordinated debt or equity bridge loans. [

“**Continuous Noise**” means noise which occurs for a total of 3 minutes or more during any 15 minute period of time.

“**Contracting Affiliate**” means any Affiliate of Project Co that performs any Project Work or is a party to any Project Document.

“**Contract Price**” has the meaning given in Section 10.1(a) of this Agreement.

“**Contractual Technical Specifications**” means any technical specification which forms part of any contract between Project Co and a supplier of any part of the Project Work related to or in respect of the Systems.

“**Contract Year**” means each period of 12 calendar months commencing on January 1 and ending on December 31 during the Term, provided that:

- (a) the first Contract Year shall be the period from the Effective Date to the next following December 31; and
- (b) the last Contract Year shall be the period ending on the Termination Date and beginning on the next preceding January 1.

“**Control**” of a person means any of the following:

- (a) the power to direct or cause the direction of the management, actions, policies or decisions of that person, whether directly or indirectly through other persons, and whether through the ownership of shares, voting securities, partnership interests, units of ownership, or other ownership interests, or by contract, or otherwise;
- (b) legal or beneficial ownership or control over equity or ownership interests in that person, whether directly or indirectly through other persons:

- (i) having a subscribed value (taking into account contributions to be made) of more than one half of the subscribed value (taking into account contributions to be made) of all equity or ownership interests in that person; or
- (ii) carrying more than one half of the voting rights for:
 - (A) the management, actions, policies or decisions of that person; or
 - (B) the election or appointment of directors or managers of that person; or
- (c) if the person is a corporation, “**control**” within the meaning of Section 2(3) of the *Business Corporations Act* (British Columbia) in effect as at the Effective Date,

and “**Controlled**” has the corresponding meaning.

“**Control Centre**” means the Control Room and the Computer Room.

“**Control Operator**” means a BCRTC employee responsible for monitoring train movements and Vehicle/wayside equipment fault reporting on the mainline and in the automated portions of the OMC and VSF.

“**Control Room**” means the existing central control room at the OMC from which automatic train control and other systems required for, as applicable, the Existing SkyTrain System or the Integrated SkyTrain System, are controlled.

“**Coordinating Registered Professional**” has the meaning set out in Article 2.1.3(g), Part 3 of Schedule 4.

“**Core Hours of Work**” for the purpose of Article 20 [Noise and Vibration], Part 2 of Schedule 4, means those periods each week:

- (a) from 7:00 am to 8:00 pm, Monday through Saturday; and
- (b) from 9:00 am to 8:00 pm, Sunday and Statutory Holidays.

“**Correction**” means one of the following actions to eliminate a detected Nonconformity:

- (a) Rework;
- (b) Repair;
- (c) Reject; and
- (d) Use as Is.

“**Correction Completion Target Date**” has the meaning set out in Section 6.1(d) of Schedule 7 [Quality Management].

“**Corrective Action**” means an action to eliminate the cause of an existing Nonconformity, defect or other undesirable situation to prevent its recurrence.

“**Cost Item**” means the categories of costs described in Column B of Table F-1 of Appendix F of Schedule 10 [Payment and Performance Mechanism].

“**Cost Item Amount**” means for each Cost Item the maximum amount payable by the Province in respect of that Cost Item, as set out in Column E of each of Tables F1 and F2 of Appendix F of Schedule 10 [Payment and Performance Mechanism].

“**Cost Item Progress Amount**” has the meaning given in Section 2.1(b) of Schedule 10 [Payment and Performance Mechanism].

“**Court**” means the Supreme Court of British Columbia and courts of appeal therefrom.

“**COVID-19 Related Health Event**” means the COVID-19 pandemic declared by the WHO on March 11, 2020 and continuing until the date on which such pandemic is determined by the WHO to be in a “post-pandemic” period.

“**Crime Prevention through Environmental Design**” means an approach to planning and development that reduces opportunities for crime through environmental design as referenced in Article 10.14.2 [Crime Prevention Through Environmental Design], Part 2 of Schedule 4.

“**Critical Failure**” means any event or circumstance that prevents or restricts the use of all or part of the Existing SkyTrain System, the Canada Line or the Integrated SkyTrain System.

“**Critical Path Schedule**” means the critical path schedule to be submitted by Project Co pursuant to, and as subsequently amended from time to time in accordance with, Section 1.3 [Works Schedule] of Schedule 3.

“**Crossover Box**” means an Underground Structure where special track will be installed to allow Trains to switch between inbound and outbound tracks;

“**Crossover Traffic Site**” means, for the purpose of Part 4, Schedule 4 [Design and Construction], a Traffic site which includes the surface BSP track cross-over and tail track Construction work zones on Broadway in the vicinity of Cambie Street or Arbutus Street (excluding any adjacent Station Traffic Site), as delineated and modified in the Traffic Control Plans.

“**Cross Passage**” means an Underground Structure that connects the inbound and outbound service walkways of the Tunnel.

“**Current Fiscal Quarter**” has the meaning given in Section 9.4 of Schedule 10 [Payment and Performance Mechanism].

“**Cyclist**” means a person riding a cycle, bicycle, bike or unicycle.

“**Cyclist Disruption**” means a disruption of a Cyclist Facility caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible.

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“**Cyclist Facility**” means a facility, including a Cyclist Route cycle lane, shared lane, cycling track or trail, bikeway, pathway, greenway, crosswalk (whether signalized or not) or other route or Project Infrastructure, which is designed for use primarily by Cyclists, but could also be shared with Pedestrians, and includes bike lockers and bike racks

“**Cyclist Route**” means a bike route as officially designated by the City of Vancouver

“**Daily Traffic Report**” means a daily report developed by Project Co that documents Project Co's Traffic Management activities in accordance with Article 1.6.5 (e) (x) of Article 7 of Schedule 4 Part 4.

“**Data Room**” means the secure website established by the Province in connection with the procurement process for the Project prior to the Effective Date and includes all of its contents, including the materials, documents, information and data contained therein, either directly or by an external link; for record purposes, the content of the said secure website, both as at the Financial Submittal Date and as at the Effective Date, has been preserved and distributed to the parties.

“**Day-to-Day Issues Management Working Group**” is the Province’s working group for issues management, as described in the Broadway Subway Communications and Community Relations Plan.

“**Day Time**” for the purpose of Article 20 [Noise and Vibration], Part 2, Schedule 4 means the periods during each week which begin at 7:00 am and end at 8:00 pm, Monday through Saturday; and begin at 10:00 am and end at 8:00 pm, on Sunday and Statutory Holidays.

“**Default Interest**” means any increased interest that, pursuant to the Senior Lending Agreements, is payable to the Senior Lenders or that accrued as a result of any payment of Senior Debt due to the Senior Lenders under the Senior Lending Agreements not being made on the date on which it is due.

“**Default Points**” means those points assigned to Project Co in accordance with Section 8.4 [Assignment of Default Points] of Schedule 10.

“**Default Points Balance**” has the meaning given in Section 8.4(e)(ii) of Schedule 10 [Payment and Performance Mechanism].

“**Default Rate**” at any time means simple interest at an annual rate that is per annum over the Prime Rate at that time. If and when the Prime Rate changes, the Default Rate shall automatically change by the same amount at the same time.

“**Deficiency Holdback**” has the meaning given in Section 3.1(a) of Schedule 10 [Payment and Performance Mechanism].

“**Deficiency Holdback Letter of Credit**” has the meaning given in Section 4.1 of Schedule 10 [Payment and Performance Mechanism].

“**Deficiency Retention Amounts**” has the meaning given in Section 3.1(b) of Schedule 10 [Payment and Performance Mechanism].

“**Definitive and Descriptive Drawings**” means the drawings included in Schedule 4 [Design and Construction], Appendix A [Drawings], which are titled “Canada Line Fixed Facilities Standard

Drawings (Definitive & Descriptive)” or “Broadway Subway Project Stations Standard Drawings (Definitive & Descriptive).

“**Delay Liquidated Damages**” has the meaning given in Section 1(a) of Appendix G [Liquidated Damages] of Schedule 10.

“**Delay Minutes**” means any delay, measured in minutes, which affects, as applicable, the Existing SkyTrain System, the Integrated SkyTrain System or the Canada Line, as determined by BCRTC, ITBC, ProTrans or any other person duly appointed to carry out such functions with respect to the Canada Line, in accordance with the BCRTC Service Delay Allocation Methodology (modified as reasonably required to apply to the Canada Line).

“**Delay Period**” has the meaning given in Section 8.4(b);

“**Delay Recovery Headway**” means the observable and measurable actual interval between Trains, as managed by the ATC System, without Control Operator interventions, under minimum Train separation as may occur after a single Train delay.

“**Demolition and Modification Work**” has the meaning given in Section 6.1 of Schedule 8 [Lands].

“**Design**” means:

- (a) the production of the compendium of drawings, plans, specifications, calculations and other material produced by or on behalf of Project Co to calculate and define the Construction necessary to carry out and complete the Project Work in accordance with the Design and Construction Requirements and the other provisions of this Agreement, including the preparation of all reports, design drawings, construction drawings and Records Documentation;
- (b) the performance of all project management, quality management, environmental management, communications management and other management services and activities required to be performed or carried out by Project Co for the carrying out of the foregoing;
- (c) the supply by Project Co of all Plant, Construction Plant, other property and workers for the carrying out of the foregoing; and
- (d) all other work, services and activities to be provided by Project Co in respect of the foregoing,

all as set out and described in and in accordance with this Agreement, including the Design and Construction Requirements and the Design and Construction Certification Procedures.

“**Design and Construction Certification Procedures**” has the meaning given in Article 1.1(b) [Design and Construction Certification Procedures], Part 3 of Schedule 4.

“**Design and Construction Requirements**” means all standards, specifications (including the Construction Specifications), procedures, design criteria, design guidelines and other requirements applicable to all design activities included within the Project Work, including the Design, and to all Construction activities, all as set out in this Agreement as at the Effective Date and as amended, supplemented or replaced from time to time after the Effective Date in accordance with this Agreement.

“**Design Advisory Process**” means the process described in Article 10.1.4 of Schedule 4 Part 2 and Appendix H to Schedule 4;

“**Designated Project Lands**” means the Project Lands described in Table A-1 of Appendix A [Project Lands and Other Lands] to Schedule 8, including as a result of any update thereto in accordance with Schedule 8 [Lands].

“**Designated Traffic Stakeholders**” means stakeholders included in the list submitted to the Province's Representative in accordance with Article 1.3.2(c) of Schedule 4 Part 4 and endorsed “received” under the Review Procedure.

“**Designated Waiting Area**” means an area of a Station platform with additional security features as described in Article 10.4.4.1, Part 2 of Schedule 4 [Design and Construction].

“**Design-Build Contract**” means the design and construction agreement entered into on or about the date of execution of this Agreement between Project Co and the Design-Build Contractor, as amended, supplemented or replaced from time to time in accordance with this Agreement.

“**Design-Build Contractor**” means the Broadway Subway Constructors General Partnership registered under the laws of the Province of British Columbia, or any assignee or replacement permitted under this Agreement.

“**Design-Build Director**” means the Key Individual named in Schedule 2 [Representatives, Review Procedure and Consent Procedure].

“**Design Certificate**” means a certificate in respect of the Design or any other design activities in respect of the Project Work as issued by Project Co pursuant to the Design and Construction Certification Procedures.

“**Design Certificate (General)**” means a design certificate issued in accordance with Article 2.2.6.1 [Design Certificates] of Part 3, Schedule 4 [Design and Construction].

“**Design Certificate (Environmental)**” means a design certificate issued in accordance with Article 2.2.6.1 [Design Certificates] of Part 3, Schedule 4.

“**Design Certificate (Independent Check for Category III Structures)**” means a design certificate issued in accordance with Article 2.2.5.8 [Additional Structure Design Checking Responsibility] of Part 3, Schedule 4 [Design and Construction].

“**Design Data**” means all calculations, designs, design or construction information, criteria, standards, specifications, plans, reports, drawings, graphs, sketches, models and other materials, including all eye readable or computer or other machine readable data and including all design submissions required under the Project Requirements, used or to be used for the Project Work, any Province Change, or a Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes].

“**Designer**” means any person that agrees to perform design services pursuant to a Design Subcontract and references to “**the Designer**” mean the Designer that has carried out the design services in respect of the relevant portion of the Project Work.

“**Design Lead**” means the Key Individual named in Schedule 2 [Representatives, Review Procedure and Consent Procedure].

“**Design Manual**” has the meaning given in Article 2.1.5 [Submission and Updating of Design Manual] of Schedule 4 [Design and Construction], Part 3.

“**Design Non-Interference Headway**” means the shortest time interval between Trains which can be sustained without Train-to-Train interference, for specified type(s) and length(s) of Trains, with specified station dwells, in the absence of system and Train faults, or passenger induced delays.

“**Design Operational Headway**” means a time interval between Trains, incorporating a margin of time, as deemed appropriate by the Province for purposes of operating a regular, scheduled passenger service, to accommodate incidental operating delays.

“**Design Quality Management Plan**” means the plan for the quality management of the Design prepared by Project Co in accordance with Appendix B [Design Quality Management Plan] to Schedule 7.

“**Design Review**” means any or all of the SCDR, SPDR or SFDR.

“**Design Subcontract**” means any Subcontract pursuant to which any person agrees to perform design services in respect of the Design of any portion of the Project Work.

“**Design Team**” means the group of Professional Engineers and others within a Designer’s organization undertaking the design or assessment of the Project Work in connection with the Project Requirements.

“**Detailed Design**” means the detailed design to be developed from the preliminary design shown in the Design and Construction Requirements in respect of each part of the Project Work so as to allow construction of that part in accordance with the Design and Construction Requirements and so as to comply with, fulfill and satisfy the requirements of the Design and Construction Requirements.

“**Direct Agreement**” means the agreement to be entered into among TransLink, Project Co, Thales, the Design-Build Contractor, and such other persons determined in the discretion of the Province in the form agreed pursuant to the terms of the ATC Supply Contract, as such agreement is amended, supplemented or replaced from time to time in accordance with this Agreement.

“**Direct Losses**” means Losses other than:

- (a) in the case of Losses suffered or incurred by the Province, Province Irrecoverable Losses; and
- (b) in the case of Losses suffered or incurred by Project Co, Project Co Irrecoverable Losses.

“**Disaster Response Route**” means the network of pre-defined municipal and provincial roads in the Province of British Columbia for the movement of emergency services and supplies to where they are needed in the event of a major disaster.

“**Disclosed Data**” means any and all information, data, reports and documents from time to time disclosed, provided or made available by the Province or its representatives or any other person on behalf of the Province to Project Co or its representatives or to any Principal Contractor or Subcontractor or their representatives, or any Proponent Team Member of the Preferred Proponent (as both such terms are

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defined in the Request for Proposals) in connection with or pertaining to the Project, the Project Work, the Project Site, the Project Infrastructure, the requirements of any Governmental Authority, traffic records and forecasts or any obligations undertaken by Project Co under this Agreement, and whether disclosed, provided or made available before, on or after the Effective Date, and including:

- (a) any Design Data provided or made available by or on behalf of the Province;
- (b) the Reference Documents;
- (c) any and all plans, drawings, materials, books, records, files, correspondence, studies, tests, test results, test data, certificates, investigations, samples, surveys, reports, statements, documents, facts, information, projections and Traffic Data (including volume counts, classification counts, origin and destination data, speed and travel time information and vehicle jurisdiction data), including any of the foregoing stored electronically or on computer-related media;
- (d) the Factual Geotechnical Data;
- (e) any and all information relating to Contamination;
- (f) the data, reports and documents referred to in this Agreement including in any Schedule;
- (g) any of the foregoing provided in connection with the Request for Qualifications and/or the Request for Proposals;
- (h) anything contained in the Data Room, either directly or by an external link; and
- (i) the Project Lands Drawings and the information contained thereon.

“Discriminatory Change in Law” means a Change in Law consisting of the bringing into force, amendment or repeal of a Law which specifically and only applies to:

- (a) the Project and not to other transit projects whose design, construction, and financing, are procured on a basis similar to the Project;
- (b) Project Co and not to any other persons; or
- (c) Project Co and other persons that have contracted with the Province or any other Governmental Authority on similar transit projects procured on a basis similar to the Project (which for this purpose shall also be deemed to include concession agreements pursuant to the *Transportation Investment Act* (British Columbia)) and not to any other person.

“Disposal Cost For Contaminated Building Materials” means the direct cost actually incurred by Project Co to: (a) transport Contaminated Building Materials from the Project Site to accredited disposal facilities; and (b) dispose of Contaminated Building Materials at such disposal facilities.

“Disposal Cost For Ground Materials Containing Foreseeable Contamination” means the direct cost actually incurred by Project Co to: (a) transport Ground Materials Containing Foreseeable Contamination from the Project Site to accredited disposal facilities; and (b) dispose of Ground Materials Containing Foreseeable Contamination at such disposal facilities.

“**Dispute Resolution Procedure**” means the procedure set out in Schedule 16 [Dispute Resolution Procedure].

“**Distribution**” means:

- (a) whether in cash or in kind, any:
 - (i) dividend or other distribution to any shareholder of Project Co in respect of shares in the capital of Project Co;
 - (ii) reduction of shareholder capital of Project Co, redemption or purchase of shares in the capital of Project Co, or any other reorganization or variation to shareholder capital of Project Co;
 - (iii) payments on account of Junior Debt or under Junior Lending Agreements (whether of fees, principal, interest, breakage costs or otherwise and whether or not such payments are included in or excluded from the definition of Junior Debt);
 - (iv) payment, loan, contractual arrangement (including any management agreement or payment in respect thereof) or transfer of assets or rights, in each case to the extent it is made or put in place or entered into by Project Co after the Effective Date and is not in the ordinary course of business or is not on commercially reasonable terms, including to or with any Relevant Person;
 - (v) giving or conferring by Project Co of any other benefit that is not given or conferred in the ordinary course of business or is not given or conferred on commercially reasonable terms; or
 - (vi) other payment to any Relevant Person howsoever arising and whether made pursuant to the terms of an agreement or otherwise or by way of gift or in respect of any class of shares in capital of Project Co or other securities of or interest in Project Co if, in any such case, such payment would not have been made were it not for the occurrence of any Change in Ownership of Project Co; or

- (b) the early release of any reserves or any Contingent Funding Liabilities;

and where any such Distribution is not in cash, the equivalent cash value of such Distribution will be calculated.

“**Diverge Zone**” means, for the purposes of Part 4, Schedule 4 [Design and Construction], an area of the road where the road widens and/or the number of traffic lanes or Bus Lanes increases in the direction of travel.

“**DOORS Next Generation**” means the IBM® DOORS Next Generation engineering requirements management software tool.

“**Draft Defect Correction Plan**” has the meaning given in Section 2.6(b) of Schedule 5 [Project Work Defects and Warranties].

“**Drawings**” means the drawings attached in Schedule 4 [Design and Construction], Appendix A [Drawings].

“**Drawing List**” has the meaning given in Article 17.2.3 [Drawing Lists] of Part 2, Schedule 4 [Design and Construction].

“**Drawing Manual**” has the meaning given in Article 17.1(a) of Part 2, Schedule 4 [Design and Construction].

“**Drawing Numbering System**” has the meaning given in Article 17.2.4 [Drawing Numbering System] of Part 2, Schedule 4 [Design and Construction].

“**Draw Request**” has the meaning given in Section 9.1(b) of Schedule 10 [Payment and Performance Mechanism].

“**Earthquake Event Level**” means all or any one of the following event levels, as applicable:

- (a) 100-Year Return Period Earthquake Event Level;
- (b) 475-Year Return Period Earthquake Event Level; and
- (c) 2475-Year Return Period Earthquake Event Level.

“**Earthquake Resisting System**” means a system of individual components of a Structure which:

- (a) provide a reliable and uninterrupted load path for transmitting seismic loads throughout a Structure and its foundation; and
- (b) are designed for and permitted to undergo limited inelastic response and energy dissipation to limit force transmitted to Capacity-Protected Components, while meeting the Seismic Performance Level requirements specified in Article 5 [Seismic] of Part 2, Schedule 4 [Design and Construction].

“**EEC Type 1**” means Emergency Equipment Cabinet Type 1 - One per platform located in the DWA furniture island, containing an ETEL portable fire extinguisher, train stop pushbutton, WMS reset key switch and an ATEL.

“**EEC Type 2**” means Emergency Equipment Cabinet Type 2 – One per ticketing concourse and at other stations levels that provide egress from the station, located within the fare paid zone containing an ETEL, portable fire extinguisher, and an ATEL.

“**EEC Type 3**” means Emergency Equipment Cabinet Type 3 – One per platform generally located in the non-DWA furniture island, containing an ETEL, portable fire extinguisher, and train stop pushbutton.

“**Effective Date**” means the date of this Agreement.

“**Elevated Guideway**” means the portions of the Guideway structures located above ground including abutments, piers, columns, bents, as well as their foundations located below ground.

“**Emergency**” means the existence or occurrence of any of the following:

- (a) a serious threat or risk to:
 - (i) the health or safety of members of the public;
 - (ii) the environment; or
 - (iii) the safety or integrity of the Project Infrastructure or any property adjacent to or in the vicinity of the Project Site;
- (b) any event or circumstance in respect of the Project Infrastructure or the Project Site that prevents the Province, BCTFA, TransLink or any other Relevant Authority from carrying out any function or duty that it is required by Laws to carry out in respect of the Project Infrastructure or the Project Site.

“**Emergency Response Agency**” means applicable municipal fire and police departments, including the City of Vancouver Fire and Rescue Services, City of Vancouver Police Department, Metro Vancouver Transit Police and the British Columbia Ambulance Service.

“**Emergency Response Route**” means a road route typically or commonly used by Emergency Response Agencies or Emergency Response Vehicles.

“**Emergency Response Vehicle**” means a vehicle operated by an Emergency Response Agency.

“**Emergency Services Orientation**” has the meaning given in Article 3.5.1(a) [Operations and Maintenance Training] of Schedule 4 [Design and Construction], Part 3.

“**Employees**”, when used in Schedule 21 [Community Benefits Requirements], has the meaning given in the BCIB-Contractor Agreement.

“**Employee Termination Payments**” means termination payments that are required under applicable Laws or lawful contracts of employment to be made to employees of Project Co and are reasonably and properly incurred by Project Co arising as a direct result of termination of this Agreement (provided that Project Co takes all reasonable steps to mitigate such termination payments) and provided that in calculating such amount no account will be taken of any liabilities and obligations of Project Co arising out of:

- (a) contracts of employment or other agreements entered into by Project Co to the extent that such contracts of employment or agreements were not entered into exclusively in connection with the Project; or
- (b) contracts of employment or other agreements entered into by Project Co to the extent that such contracts of employment or agreements were not entered into in the ordinary course of business and on reasonable commercial arm’s length terms,

or, in the case of Employees as defined in and provided under the BCIB-Contractor Agreement, such termination payments as are payable to such Employees in accordance with the BCIB-Contractor Agreement.

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“**Encumbrance**” means any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, covenant, restrictive covenant, easement, right of way, encroachment, condition, right of re-entry, lease, licence, permit to use or occupy land, crossing agreement (excluding Railway Crossing Agreements), assignment, option, right to acquire, right of first refusal or pre-emption, trust, title defect, claim or encumbrance of any nature whatsoever, whether registered or registrable, and whether or not created by statute.

“**Enquiry-Response Management Plan**” has the meaning given in Section 2.5(d) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Environmental Authority**” means a Governmental Authority exercising its authority under Environmental Laws.

“**Environmental Laws**” means:

- (a) all requirements and provisions under or prescribed by any and all applicable Laws;
- (b) all applicable rules, regulations, orders-in-council, codes, protocols, guidelines, policies, procedures, licences, permits, approvals, plans, authorizations and any other governmental requirements, in each case promulgated under or pursuant to any Laws; and
- (c) all applicable judicial, administrative or regulatory judgments, orders, decisions, certificates and exemptions, including those rendered by any Governmental Authority;

all as may be amended from time to time, relating to environmental assessment, the protection of the natural environment, the protection of plant, animal and human health, and the protection of land, water and air resources, including those relating to occupational health, management of waste, safety and transportation of dangerous goods, and the safety requirements and procedures that would, in the ordinary and usual course of the construction, operation, management, repair, maintenance and rehabilitation of similar facilities in British Columbia by any person, be recognized, followed and implemented by such person, and includes the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Canada Water Act* (Canada), and the *Environmental Management Act* (British Columbia).

“**Environmental Manager**” to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 2.1 of Schedule 6 [Environmental Obligations].

“**Environmental Quality Management Plan**” means the plan for the quality management of Project Co’s Environmental Obligations prepared by Project Co in accordance with Appendix E [Environmental Quality Management Plan] to Schedule 7.

“**Environmental Work Plans**” means the plans required to be submitted by Project Co as supplementary to the Construction Environmental Management Plan in accordance with Section 2.4 of Schedule 6 [Environmental Obligations].

“**Epidemic Defect**” means:

- (a) if more than 20 similar subsystems, components or subcomponents are installed or used in any of the Systems for a same or similar function and an identical or substantially similar repetitive defect or failure is found in 20% or more of such components during the General Project Work Defect Warranty Period;
- (b) where fewer than 20 similar subsystems, components or subcomponents have been installed as part of the Systems for a same or similar function, an identical or substantially similar repetitive defect or failure is found in 50% or more of such subsystems, components or subcomponents during the General Project Work Defect Warranty Period; or
- (c) if the mean time between failures in respect of any line replaceable unit or lowest level replaceable unit is less than 50% of the mean time between failures predicted in the reliability, availability and maintainability plan (RAM Program Plan) to be developed by Project Co as required by the Design and Construction Requirements (on the basis that reliability, availability and maintainability of the BSP shall be as good as or better than that on the Existing SkyTrain System), and a minimum of three identical or substantially similar failures for such line replaceable unit or lowest level replaceable unit have occurred during the Epidemic Defect Warranty Period.

“Epidemic Defect Warranty Period” means the period commencing on the Substantial Completion Date and ending on the fifth anniversary of the Service Commencement Date or, if earlier, the fifth anniversary of the Termination Date.

“Equipment” means all equipment designed, constructed, modified, configured, integrated, installed or supplied by or on behalf of Project Co as part of and included in the Project Work and, for certainty, includes Spare Parts and Station Spare Parts.

“Escrow Agreement” means the documents escrow agreement entered into among the Province, Project Co, the Principal Contractors (other than Thales), the Escrow Agent (as defined therein) and others, as amended, supplemented or replaced from time to time.

“Excluded Event” means a Non-Compliance Disruption Event that is:

- (a) directly attributable to a Province Non-Excusable Event;
- (b) directly attributable to a Police Incident not caused or permitted to occur by Project Co;
- (c) directly attributable to a Non-Police Incident of less than 30 minutes’ duration not caused or permitted to occur by Project Co;
- (d) directed by a Governmental Authority having jurisdiction, in response to some event or circumstance not caused or permitted to occur by Project Co;
- (e) directed by the Province, in response to some event or circumstance not caused or permitted to occur by Project Co;
- (f) directly attributable to a Compensation Event;

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- (g) required solely to permit the conduct of work by or on behalf of a Utility Supplier, other than Utility Work;
- (h) required solely to permit the conduct of work by or on behalf of a Railway, the City or a Third Party Contractor, except in each case to the extent such work is part of the Project Work; or
- (i) directly attributable to any Planned Event specified by the Province and of the duration required by the Province.

“**Exclusive Road**” has the meaning given in Article 3.4(b)(i) of Part 1, Schedule 4 [Design and Construction].

“**Exempt Junior Lending Matter**” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 5.8 [Restricted Persons Prohibited] of this Agreement:

- (a) the exercise under the Junior Lending Agreements of rights, waivers, consents and similar actions which relate to administrative and supervisory matters (including conditions to advances) under the Junior Lending Agreements;
- (b) any amendment, variation or supplement of any agreement that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes];
- (c) any amendment, assignment and assumption, or novation of any Junior Lending Agreement that is made solely to reflect a change in a party (other than Project Co) thereto resulting from a Change in Ownership that is permitted in accordance with Sections, 16.7 [No Change in Ownership to Restricted Person] and 16.8 [Consent to Change in Control Not Required in Certain Cases] of this Agreement, and not effecting any other change in the terms of such agreement; or
- (d) the expiry or termination of any Junior Lending Agreement expressly contemplated and provided for therein.

“**Exempt Principal Contractor Matter**” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 16.2 [Restricted Persons Prohibited] of this Agreement:

- (a) the exercise under the Principal Contracts of rights, waivers, consents and similar actions which relate to administrative and supervisory matters under the Principal Contracts;
- (b) any amendment, variation or supplement of any Principal Contract or other agreement referenced in Sections 16.10(a) to (g) of this Agreement inclusive that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes]; or
- (c) the expiry of any Principal Contract expressly contemplated and provided for therein.

“**Exempt Refinancing/Senior Lending Matter**” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 5.8 [Restricted Persons Prohibited] of this Agreement:

- (a) a change in taxation or change in accounting treatment pursuant to changes in Laws or GAAP;
- (b) the exercise under the Senior Lending Agreements of rights, waivers, consents and similar actions which relate to administrative and supervisory matters under the Senior Lending Agreements and are in respect of:
 - (i) breach of representations, warranties, covenants or undertakings;
 - (ii) movement of monies in accordance with the terms of the Initial Senior Lending Agreements between accounts referred to in and required to be established under the Initial Senior Lending Agreements;
 - (iii) late or non-provision of information, consents or licenses;
 - (iv) amendments to the Principal Contracts in accordance with Section 16.10 [Restrictions on Changes to Principal Contracts] of this Agreement, or amendments to Subcontracts;
 - (v) approval of revised technical and economic assumptions for financial model runs (to the extent required for forecasts under the Senior Lending Agreements);
 - (vi) restrictions imposed by the Senior Lenders on the dates at which the financing provided by the Senior Lenders under the Senior Lending Agreements can be advanced to Project Co under the Senior Lending Agreements, that are imposed as a result of any failure by Project Co to ensure that the Project Work is performed in accordance with the Project Schedule;
 - (vii) changes to milestones for drawdown under the Senior Credit Facilities set out in the Senior Lending Agreements that are made as a result of any failure by Project Co to ensure that the Project Work is performed in accordance with the Project Schedule;
 - (viii) failure by Project Co to obtain any consents from Governmental Authorities required by the Senior Lending Agreements;
 - (ix) voting by the Senior Lenders and the voting arrangements among the Senior Lenders in respect of the levels of approval required by them under the Senior Lending Agreements; or
 - (x) application by Project Co for, and the making of, advances to Project Co under the Senior Credit Facilities in accordance with the Initial Senior Lending Agreements, provided that, if any such advance is made under any Committed Standby Facility, such advance must be made solely for the purpose of funding any cost overruns, increased expenses or loss of revenue which Project Co incurs, and provided that such funds must not be used in substitution for other sources of committed funding designated for those purposes;

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- (c) any amendment, variation or supplement of any Senior Lending Agreement that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes];
- (d) any sale of Junior Debt or shares in the capital of Project Co by shareholders of Project Co or, in the case of Junior Debt, Affiliates of shareholders of Project Co or securitization of the existing rights and/or interests attaching to Junior Debt or shares in the capital of Project Co;
- (e) any Qualifying Bank Transaction;
- (f) any disposition by a Senior Lender of its rights, interests or participation under the Senior Lending Agreements where such disposition is a trade of bonds issued as provided for under a book-based system of a depository or pursuant to any note indenture or trust indenture that comprises a portion of the financing under the Senior Lending Agreements;
- (g) any amendment, assignment and assumption, or novation of any Senior Lending Agreement that is made solely to reflect a change in a party (other than Project Co or its shareholders) thereto resulting from a Change in Ownership that is permitted in accordance with 16.7 [No Change in Ownership to Restricted Person] and 16.8 [Consent to Change in Control Not Required in Certain Cases] of this Agreement, and not effecting any other change in the terms of such agreement; or
- (h) the expiry or termination of any Senior Lending Agreement expressly contemplated and provided for therein.

“Exempt Shareholder Matter” means any of the following, provided any such action or transaction does not constitute or result in a breach of Section 5.8 [Restricted Persons Prohibited] of this Agreement:

- (a) the exercise under the Shareholder Agreements of rights, waivers, consents and similar actions which relate to administrative and supervisory matters under the Shareholder Agreements;
- (b) any amendment, variation or supplement of any agreement that is approved by the Province as part of any Supervening Event, Province Change or Project Co Proposal accepted by the Province in accordance with Schedule 11 [Changes];
- (c) any amendment, assignment and assumption, or novation of any Shareholder Agreement that is made solely to reflect a change in a party (other than Project Co or its shareholders) thereto resulting from a Change in Ownership that is permitted in accordance with Sections 16.7 [No Change in Ownership to Restricted Person] and 16.8 [Consent to Change in Control Not Required in Certain Cases] of this Agreement, and not effecting any other change in the terms of such agreement; or
- (d) the expiry or termination of any Shareholder Agreement expressly contemplated and provided for therein.

“Exempt Transaction” means:

- (a) in the case of a Senior Lending Agreement, an Exempt Refinancing/Senior Lender Matter;
- (b) in the case of a Junior Lending Agreement, an Exempt Junior Lending Matter; and

(c) in the case of a Shareholder Agreement, an Exempt Shareholder Matter.

“Existing Conditions” means:

- (a) all Existing Facilities; and
- (b) any natural geographic feature existing at the Effective Date.

“Existing Contamination” means any Contamination that is situated in, on, under or over, or affects:

- (a) any parcel of Province Lands; or
- (b) any Infrastructure or other improvements on or to any parcel of Province Lands,

on the day immediately preceding the Financial Submittal Date for such parcel.

“Existing Facilities” means:

- (a) any building, structure, utility, railway, roadway or other thing built or constructed on, in, under or over land or water; and
- (b) any man-made alteration to a natural geographic feature,

existing at the Effective Date.

“Existing Millennium Line” means that part of the Existing SkyTrain System operated by TransLink as of the Effective Date under the name “Millennium Line”, from the VCC-Clark Station terminus in Vancouver through to the Lafarge-Lake Douglas Station terminus in Coquitlam.

“Existing SkyTrain System” means the advanced light rapid transit system operated by TransLink as of the Effective Date as the Expo Line, and the Existing Millennium Line, including all additions, improvements or modifications which Thales may make to the Existing SkyTrain System pursuant to the Upgrade Contracts.

“Existing Transit Facilities” means all Infrastructure operated by the Transit Operators at the following locations:

- (a) Existing SkyTrain System guideway;
- (b) Operations and Maintenance Centre;
- (c) VCC-Clark Station – ancillary rooms, tail track and transit exchange;
- (d) Canada Line station and tunnel at Broadway - City Hall Canada Line Station; and
- (e) Trolley Overhead Infrastructure on Broadway and intersecting streets in the Project Site,

and such other Infrastructure described in Article 18 [Integration with Existing Transit Facilities], Part 2 of Schedule 4.

“**Existing Utilities Base Map**” means the document of the same name provided by the Province as Disclosed Data.

“**Expert Panel**” has the meaning given in Section 4.2(a) [Expert Panel] of Schedule 16.

“**Expert Panel Member Agreement**” has the meaning given in Section 4.2(d) [Expert Panel] of Schedule 16.

“**Expert Panel Dispute Notice**” has the meaning given in Section 4.1 [Referral to Expert Panel] of Schedule 16.

“**Expert Referee**” has the meaning in Section 3.1 [Referral to Expert Referee] of Schedule 16.

“**Expert Referee Agreement**” has the meaning in Section 3.2 [Expert Referee Agreement] of Schedule 16.

“**Expert Referee Dispute Notice**” has the meaning in Section 3.1 [Referral to Expert Panel] of Schedule 16.

“**Expiry Date**” means the later of:

- (a) the end of the Latent Project Work Defect Warranty Period; and
- (b) the completion of any work performed by Project Co to correct any Project Work Defects pursuant to Schedule 5 [Project Work Defects and Warranties].

“**Expo Line**” means that part of the Existing SkyTrain System operated by TransLink as of the Effective Date under the name “Expo Line”, from the Waterfront Station terminus in Vancouver through Columbia Station in New Westminster to the King George Station terminus in Surrey, and to the Production Way terminus in Burnaby.

“**Extension Notice Period**” means, in respect of any part of the Project Site, the period ending on the date that is the number of days specified as the “Notice Period for Time Extensions” in the Conditions of Access relating to such part prior to the Access Period Expiry Date in respect of such part.

“**External Quality Audit**” means either or both:

- (a) a second party Quality Audit conducted by parties having an interest in the relevant organization, such as customers; and
- (b) a third party Quality Audit conducted by an external independent organization such as a certification or registration body.

“**Factual Geotechnical Data**” means the data identified as “Factual Geotechnical Data” in Appendix B to this Schedule 1.

“**Fail-Safe**” refers to the condition where the failure of any system, ATC Equipment, or component results in a safe condition.

“**Failure Modes, Effects and Criticality Analysis**” means the deliverable described in Section 1.8.3.4 [Failure Modes, Effects and Criticality Analysis] of Appendix G to Schedule 4 [Design and Construction].

“**Failure Operations**” means the operation of Trains on the BSP, under constrained conditions of track, stations, systems and train availability, which requires deviation from Normal Operation.

“**Failure Reporting, Analysis and Corrective Action System**” is the system described in Section 1.14.6 [Failure Reporting, Analysis, and Corrective Action System] of Schedule 4 [Design and Construction], Appendix G.

“**Failure to Inform Event**” means a failure by the Project Co to provide adequate advance notice to the Province’s Representative, the Relevant Authorities, TransLink, Transit Operators, Emergency Response Agencies, Vancouver Coastal Health, Traffic Media, Designated Traffic Stakeholders, Affected Property Owners, Affected Local Businesses, or the travelling public within the Traffic Site including Pedestrians and Cyclists, of any scheduled disruptions to Traffic, Pedestrians, Cyclists, Buses, Accesses, On-Street Parking, On-Street Loading and Truck Routes in accordance with Article 4 [Requirement to Inform of Disruption Events] of Part 4 of Schedule 4.

“**Fairview - VGH Station**” means the Station to be generally located in the vicinity of Oak Street and Broadway Street.

“**False Trip**” means a TIDS activation for which there is no evidence of sensor blockage in accordance with the product performance specification.

“**Federal Contribution Agreement**” or “**FCA**” means the Bilateral Agreement – Public Transit Infrastructure Fund between the Federal Government and the Province.

“**Federal Government**” means Her Majesty the Queen in right of Canada.

“**Field Modification Instruction**” has the meaning set out in Article 18.3.3 of Schedule 4, Part 2.

“**Figures**” means the figures included in Schedule 4 [Design and Construction], Appendix B [Figures].

“**Final DAP Report**” has the meaning given in Section 9 of Appendix H [Design Advisory Process] to Schedule 4.

“**Final DAP Submission**” means the submission described in Section 9 of Appendix H [Design Advisory Process] to Schedule 4.

“**Final Defect Correction Plan**” has the meaning given in Section 2.6(b) of Schedule 5 [Project Work Defects and Warranties].

“**Final Deficiency List**” has the meaning given in Article 4.1.2.4(a) [Final Deficiency List], Part 3 of Schedule 4.

“**Final Deficiency List Deficiency**” means a defect or deficiency specified in the Final Deficiency List.

“**Final Design**” means the final design in respect of a Non-Systems Component of the Project Work produced by Project Co in accordance with Article 2.2.4.6 [Final Design Submissions for Non-Systems Components] of Schedule 4 [Design and Construction], Part 3.

“**Final Design Manual**” has the meaning given in Article 3.2.1.4(a) [Final Design Manual], Part 3 of Schedule 4.

“**Final Durability Report**” has the meaning given in Article 3.2.1.3 [Final Durability Report] of Schedule 4 [Design and Construction], Part 3.

“**Final Quality Report**” means the report described in Section 4.9 of Schedule 7 [Quality Management].

“**Final Redlined Version**” has the meaning given in Article 3.3.3.2(d) [Systems Operations Manual Requirements] of Schedule 4 [Design and Construction], Part 3.

“**Final Safety Case**” means the deliverable described in Section 1.8.3.5.3 [Final Safety Case] of Schedule 4 [Design and Construction], Appendix G.

“**Final Spare Parts List**” has the meaning given in Article 3.6.2(d), Part 3 of Schedule 4.

“**Financial Model**” means the computer spreadsheet model and software for the Project incorporating statements of Project Co’s cash flows including all expenditures and revenues (including on a gross basis), financing and taxation of the Project Work together with the profit and loss accounts and balance sheets for Project Co throughout the Term, accompanied by details of all assumptions, calculations and methodology used in their compilation and any other documentation necessary or desirable to operate the model, as delivered in accordance with Schedule 24 [Closing Deliveries]. If there are updates to the Financial Model from time to time after the Effective Date in accordance with Section 2.18 [Financial Model], references to the “Financial Model” means the Financial Model as so updated, unless a contrary intention is indicated.

“**Financial Submittal Date**” means June 22, 2020.

“**Financing Letter of Credit Required Amount**” has the meaning given in Section 2.20(a) of this Agreement.

“**Fire and Life Safety Committee**” means the committee established in accordance with Article 2.2 [Fire and Life Safety Committee] of Part 2.

“**Fire and Smoke Control Design Brief**” means the design brief contained within Schedule 4 [Design and Construction], Appendix L [Fire and Smoke Control Design Brief].

“**Firefighters’ Command Post**” means the principal attended or un-attended location where the status of the detection, alarm communications, and control systems is displayed and from which these system(s) can be manually controlled.

“**First Article Inspection**” means the inspection described in Section 1.17.2 [First Article Inspection] of Schedule 4 [Design and Construction], Appendix G.

“**Fiscal Quarter**” means each quarter of each Fiscal Year ending on June 30, September 30, December 31 and March 31.

“**Fiscal Year**” means each period during the Term commencing April 1 and ending March 31.

“**Fixed Facilities**” means all BSP buildings including Stations, PPS and any other buildings designed and constructed as part of the Project Work, which are related to the operations and maintenance of the BSP.

“**Flood**” means waves, tides, tidal waves, and the rising of, breaking out or the overflow of any body of water, whether natural or man-made, whether or not caused by or attributable to an earthquake.

“**Force Majeure Event**” means any of the following events or circumstances:

- (a) war, hostilities (whether declared or undeclared), invasion, revolution, armed conflict, act of foreign enemy or terrorism;
- (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (c) nuclear explosion, combustion of nuclear fuel or ionizing radiation;
- (d) riot or civil commotion (other than riot or civil commotion constituting a Protest Action); and
- (e) governmental expropriation or confiscation of property by the Federal Government, to the extent that such expropriation or confiscation does not result in a breach by the Province of Section 2.5(a)(i) or Section 2.5(c) of this Agreement;

“**Foreseeable Contamination**” means Existing Contamination that is disclosed by, or could reasonably have been foreseen from an analysis or interpretation of any field test data, investigations, studies and/or reports (for the purposes of this definition, “**Analytical Information**”) contained in the Disclosed Data (excluding any Analytical Information that is located or disclosed in the Data Room solely by way of links to external websites) as at the Financial Submittal Date to the extent contained in any of the following included in the Data Room:

- (a) a Phase 1 or Phase 2 Environmental Site Assessment in accordance with Standard CAN/CSA-Z768-01;
- (b) a Stage 1 or Stage 2 Preliminary Site Investigation in accordance with the MOE Technical Guidance Document No. 10 entitled “Checklist for Reviewing a Preliminary Site Investigation” dated October 2005;
- (c) any hazardous materials assessments and surveys for buildings; and/or
- (d) any other field test data, or investigations, studies and/or reports associated with such data, disclosed in the Data Room.

“**Full Closure**” means a stoppage of traffic flow in all lanes on a specific section of road in one or both directions that exceeds the maximum permitted duration of Stoppages as outlined in Article 1.15 of Schedule 4 Part 4 as a result of actions of Project Co.

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

“**GAAP**” means, with respect to any entity at any time, generally accepted accounting principles approved by the Canadian Institute of Chartered Accountants, or any successor institute, as applicable to that entity at that time in accordance with generally accepted accounting principles, as such principles may be amended or varied by International Financial Reporting Standards then in effect in Canada.

“**General Project Work Defect Warranty Period**” means the period from the Substantial Completion Date to and including the second anniversary of the Substantial Completion Date or, if earlier, the second anniversary of the Termination Date (except that with respect to the BSP ATC System, the General Project Work Defect Warranty Period shall be measured from the date of Substantial Completion under the ATC Supply Contract), provided that the General Project Work Defect Warranty Period shall be extended for one additional year for all work required of Project Co to correct any Project Work Defect completed in the second year of the General Project Work Defect Warranty Period pursuant to Section 2.1 [Project Work Defect Warranty] of Schedule 5, such that the General Project Work Defect Warranty Period for any such item of remedial work shall extend for an additional year after such Project Work Defect is corrected.

“**Geotechnical Data Report**” means the Broadway Subway Project, Geotechnical Data Report No. 1419105-050-R-Rev0, dated December 13, 2018 by Golder Associates Ltd.

“**Geotechnical Design Reports**” means the geotechnical design reports to be prepared and submitted by Project Co in accordance with Article 6.9.3 [Geotechnical Design Report(s)] of Schedule 4 [Design and Construction], Part 2.

“**Geotechnical Engineer**” means a Professional Engineer specializing in geotechnical matters.

“**Geotechnical Investigation Report(s)**” has the meaning given in Article 6.9.2 [Geotechnical Investigation Report(s)] of Schedule 4 [Design and Construction], Part 2.

“**Geotechnical Manager**” has the meaning given in Article 6.2.1 [Qualifications] of Schedule 4 [Design and Construction], Part 2.

“**GNW Advisory Group**” has the meaning given in Section 5.3(a)(iii) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a person skilled and experienced in the design and construction of projects similar to the Project, including rail transit systems similar in type and construction and operating environment to the Existing Millennium Line and other infrastructure similar to the Project Infrastructure, seeking in good faith to comply with all applicable Laws and the same contractual obligations as the contractual obligations of Project Co under this Agreement and under the same or similar circumstances and conditions.

“**Governmental Authority**” means:

- (a) the Province;
- (b) the Federal Government;
- (c) TransLink; and

- (d) any other:
- (i) federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, Court, government organization, commission, board or tribunal;
 - (ii) regulatory, administrative or other agency; or
 - (iii) political or other subdivision, department or branch of any of the foregoing;
- having jurisdiction in any way over or in respect of any aspect of the performance of this Agreement or the Project Work, or the Project Site or the Project Infrastructure, excluding BCIB.

“Great Northern Way Station” or **“GNW Station”** means the Station to be generally located in the vicinity of Great Northern Way.

“Great Northern Way Development Area” or **“GNW Development Area”** means that area under and/or proposed for development by others consisting of the following lands:

- (a) PID 030-752-388 (Lot 5) to be developed by the City of Vancouver;
- (b) PID 027-789-624 (Rem Lot Q) to be developed by GNW Trust, but which is partially traversed by the BSP Tunnel;
- (c) PID 030-517-508 (Lot 6) to be developed by PCI inclusive of Park, but which is partially traversed by BSP Tunnel and Great Northern Way Station;
- (d) PID 030-517-516 (Lot 7) to be developed by PCI, but which is partially traversed by Great Northern Way Station;
- (e) PID 029-920-060 (Lot 8) to be developed by PCI, which development in the future will provide permanent parking for BCRTC and Transit Police;
- (f) Road - Existing East 1st Avenue, which is to be both raised to match the adjoining above developments and realigned for future extension and tie-in with Thornton Street.

“Great Northern Way Traffic Site” means, for the purpose of Schedule 4 Part 4, the cumulative and maximum extent and boundaries of the areas of Great Northern Way and intersecting and parallel streets where Traffic Management will be implemented by Project Co for the purposes of the Construction and includes all Undefined Traffic Sites in such area, as delineated and modified in the Traffic Control Plans.

“Ground Improvement Plan” has the meaning given in Article 6.8 [Ground Improvement] of Schedule 4 [Design and Construction], Part 2.

“Ground Improvement Testing Report” has the meaning given in Article 6.8 [Ground Improvement] of Schedule 4 [Design and Construction], Part 2.

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“Ground Materials Containing Foreseeable Contamination” means soil or other ground material (other than groundwater) excavated from the Project Site that contains Foreseeable Contamination and is not suitable for industrial, commercial, urban park, residential, agricultural, wildlands or any other land use specified in the Contaminated Sites Regulation.

“GST” means the goods and services tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and any successor or replacement tax therefor.

“Guarantees” means the guarantees provided by each of the Guarantors in favour of the Agent, on behalf of the Senior Lenders, and Project Co with respect to the performance of the obligations of any Principal Contractor under the terms of the Principal Contract or Principal Contracts to which such Principal Contractor is a party, each as amended, supplemented or replaced from time to time in accordance with this Agreement and the Collateral Agreements, and **“Guarantee”** means any of them.

“Guarantors” means Corporación Acciona Infraestructuras, S.L. and Ghella S.p.A., and each of them is a **“Guarantor”**.

“Guideway” means that part of the Broadway Subway Project comprising both the superstructure and substructure elements on which the Vehicles operate, whether elevated or underground, including all beams, slabs, columns and foundations and includes, as applicable, those portions of the Existing Millennium Line and the existing non-operational guideway at tie-in to the Existing Millennium Line.

“Guideway Equipment” means the Guideway equipment system described in Article 13.10 [Guideway Equipment], Part 2, Schedule 4.

“Handover Facilities” means, collectively, the Municipal Facilities.

“Harmful Code” means computer programming code that is intentionally constructed with the ability to damage, interfere with or otherwise adversely affect the normal functioning of computer programs, data files, or hardware without the consent or intent of the owner or an authorized licensee, which includes, but is not limited to, self-replicating and self-propagating programming such as viruses, worms, Trojan horses, implanted bugs, booby traps and time bombs.

“Hazardous Materials Management Plan” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(vi) of Schedule 6 [Environmental Obligations].

“Hazardous Substance” means any hazardous waste, hazardous product, hazardous substance, contaminant, toxic substance, deleterious substance, dangerous good, pollutant, waste, hazardous waste, reportable substance, and any other substance, in respect of which the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or Release into or presence in the environment is prohibited, controlled or regulated under Environmental Laws including:

- (a) oil, flammable substances, explosives, radioactive materials, hazardous wastes or “substances, toxic wastes or toxic substances or any other contaminants or pollutants;
- (b) any such substance which may or could pose a hazard to any real property, or to persons on or about any real property, or causes any real property to be in violation of any Environmental Laws, including any mixing or combination of any such substance with any other such substance that would cause a breach of any applicable Environmental Laws;

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- (c) asbestos in any form which is or could become friable, radon gas, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of limits prescribed by any Environmental Laws; and
- (d) any such substance defined as or included in the definitions of “dangerous goods”, “deleterious substance”, “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous waste”, “toxic substances”, “special waste”, “waste” or words of similar import under any applicable Environmental Laws, including the *Canadian Environmental Protection Act* (Canada), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada), the *Canada Water Act* (Canada) and the *Environmental Management Act* (British Columbia), including the Hazardous Waste Regulation promulgated thereunder.

“**Headway**” means the amount of time which elapses between the passage of the leading bogey of one Train and the leading bogey of the next following Train at any point on the Guideway.

“**Headway Delay**” means any measurable extension of 2 minutes or more at any point of measurement on, as applicable, the Existing SkyTrain System and the Integrated SkyTrain System, measured in seconds and reported in minutes and portions of minutes, to the departure interval between two Trains in Passenger Service, compared to the publicly published Headways for the point of measurement for that time of day.

“**Health Precinct Advisory Group**” has the meaning given in Section 5.3(a)(ii) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Health and Safety Laws**” means all Laws relating to occupational health and safety, including the WCA and the OHS Regulation.

“**Health and Safety Program**” has the meaning given in Section 4.13 [Health and Safety Program] of this Agreement.

“**Hedge Termination Amounts**” means the net amount (if any) payable under the Hedging Agreements on termination of the hedging transaction(s) entered into under the Hedging Agreements.

“**Hedging Agreements**” means the Initial Hedging Agreements and any other interest rate hedging or consumer price index hedging agreements referred to in paragraph (b) of the definition of Lending Agreements in this Section 1.1 entered into after the Effective Date in accordance with this Agreement, as supplemented and amended in accordance with this Agreement.

“**Holding Company**” means, with respect to a corporation, another corporation of which the first mentioned corporation is a “subsidiary” within the meaning of “subsidiary” as defined in the *Business Corporations Act* (British Columbia) as at the Effective Date.

“**Human Resource Request Form**” means the form to be submitted to BCRTC to request staff resources to support testing and commissioning on the Broadway Subway Project.

“**Indigenous Groups**” means Musqueam Nation, Squamish Nation, and Tsleil-Waututh Nation.

“**Illumination**” means, for the purposes of Part 4, Schedule 4 [Design and Construction], the natural or artificial lighting of facilities used by all modes of Traffic.

“**Impact Mitigation Plan**” has the meaning given in Article 4.3.1 [Impact Mitigation Plan] of Schedule 4 [Design and Construction], Part 1.

“**Implementation Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.4 [Implementation Plan], Part 4 of Schedule 4.

“**Inaudible**” for the purpose of Article 20 [Noise and Vibration], Part 2, Schedule 4 means any noise or sound which is not clearly perceptible above the ambient noise level to an individual with normal hearing who is listening at the Point of Reception.

“**Incident**” means any motor vehicle collision, motor vehicle breakdown or parking, flooding, Release of a Hazardous Substance, Debris, Emergency, Critical Failure or other unplanned event or circumstance of any nature whatsoever occurring on, over, across or in proximity to the Traffic Site that results in the potential or actual occurrence of an impact to Traffic safety or mobility.

“**Incident Report**” means a report generated by Project Co that documents Incident details and the responses and actions taken by the Project Co to mitigate the impacts to Traffic.

“**Incident Management Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.3 [Incident Management Plan] of Schedule 4 [Design and Construction], Part 4.

“**Independent Certifier**” means the independent firm of Professional Engineers selected by the Province and Project Co pursuant to Article 2 [Independent Certifier] of Part 1 of Schedule 4, and any replacement appointed pursuant thereto.

“**Independent Certifier Contract**” means the agreement to be entered into by the Province, Project Co and the Independent Certifier pursuant to Article 2.2 [Independent Certifier Contract] of Part 1 of Schedule 4, as amended, supplemented or replaced from time to time.

“**Independent Engineer**” means the Independent Engineer retained by the Province.

“**Independent Safety Assessor**” or “**ISA**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], who is a Professional Engineer having the qualifications required by Section 1.8.4(c) of Appendix G [System General Requirements] to Schedule 4, and who performs an independent safety assessment to determine whether the BSP meets the safety requirements specified in this Agreement and to form a judgement as to whether the BSP is fit for its intended purpose in relation to safety.

“**Indigenous Contracting and Employment Coordinator**” means the Key Individual appointed by the Project Co pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 1.3 [Indigenous Contracting and Employment Coordinator] of Schedule 22.

“**Indigenous Participation Plan**” has the meaning given in Section 1.2 [Indigenous Participation Plan] of Schedule 22.

“**Indigenous Requirements**” has the meaning given in Section 1.1 [General Requirements] of Schedule 22.

“**Infrastructure**” means all infrastructure, structures, roadways, access roads, equipment, systems, fixtures, facilities and other improvements, including pavement, boulevards, curbs, gutters, storm drains, street lighting, Traffic Signals, all intelligent traffic systems, road traffic signs, waterworks, sewers, grassed areas, hedges and trees, planted areas, landscaping, footways, road markings, road lighting, communications installations, buildings, amenities, fences and barriers, culverts and drainage systems, together with all related supporting infrastructure.

“**Initial Durability Report**” has the meaning given in Article 2.2.3.3(a) [Design and Construction Certification Procedures] of Schedule 4 [Design and Construction], Part 3.

“**Initial Financing Letter of Credit**” has the meaning given in Section 2.20(a) of this Agreement.

“**Initial Hedging Agreements**” means the interest rate hedging and consumer price index hedging agreements relating to Senior Debt forming part of the Initial Senior Lending Agreements and described in Part 1 [Initial Senior Lending Agreements] of Schedule 25.

“**Initial Lending Agreements**” means the Initial Senior Lending Agreements (including the Initial Hedging Agreements).

“**Initial Senior Credit Facilities**” means the revolving credit facility and interest rate hedging provided for in the Initial Senior Lending Agreements.

“**Initial Senior Lending Agreements**” means the agreements and instruments described in Part 1 [Initial Senior Lending Agreements] of Schedule 25, including the Initial Hedging Agreements.

“**Initial Shareholder Agreements**” means the agreements described in Part 3 [Initial Shareholder Agreements] of Schedule 25.

“**Inspection and Test Plan**” means a detailed spreadsheet of all major on and off Project Site inspection and test activities for Project Work performed by Project Co and that of its Principal Contractors and Subcontractors.

“**Installation of Fibre Optic Cable Work**” means the works referred to in Article 6.2.4 [Installation of Fibre Optic Cable Work], Part 1 of Schedule 4.

“**Installation of Fibre Optic Cable Work Contract**” the contract relating to the Installation of Fibre Optic Cable Work, which is provided in Disclosed Data, as may be amended from time to time.

“**Instrumentation & Monitoring Plan**” has the meaning given in Article 6.10.7 [Instrumentation & Monitoring Plan] of Schedule 4 [Design and Construction], Part 2.

“**Instrumentation & Monitoring Report(s)**” has the meaning given in Article 6.10.8 [Instrumentation & Monitoring Reporting] of Schedule 4 [Design and Construction], Part 2.

“**Instrumentation Specialist**” has the meaning given in Article 6.10.9(b) [Quality Management of Instrumentation and Monitoring] of Schedule 4 [Design and Construction], Part 2.

“**Insurance Trust Agreement**” means the agreement to be entered into between the Province, BCTFA, the Agent, the Insurance Trustee and Project Co in the form set out in Schedule 18 [Insurance Trust Agreement], as amended, supplemented or replaced from time to time.

“**Insurance Trustee**” means the trustee to be appointed under the Insurance Trust Agreement.

“**Integrated SkyTrain System**” means the Expo Line and the Operational Millennium Line.

“**Intellectual Property**” means all forms of intellectual property whatsoever including all access codes, algorithms, application programming interfaces (APIs), apparatus, circuit designs and assemblies, concepts, data, databases and data collections, designs, diagrams, documentation, drawings, equipment designs, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), IP cores, know-how, materials, marks (including trademarks, trade names, brand names, product names, logos and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology.

“**Intellectual Property Rights**” means all past, present and future rights, including of the following types, which may exist or be created under the laws of any jurisdiction in the world in respect of any Intellectual Property:

- (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, industrial design, integrated circuit topography and mask work rights;
- (b) trade mark and trade name rights and similar rights;
- (c) trade secret rights;
- (d) patent and industrial property rights;
- (e) other proprietary rights in Intellectual Property of every kind and nature; and
- (f) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in paragraphs (a) through (e) above.

“**Interested Parties**” means those persons who may be affected by the carrying out of the Project Work or who are duly authorized by Laws to review or otherwise take an interest in the Project Work, including the Relevant Authorities but excluding BCIB.

“**Interim Design**” means an interim design for a component of the Project Work produced by Project Co in accordance with Article 2.2.4 [Design Submissions, Review and Reports for Non-Systems Components] of Part 3 of Schedule 4.

“**Internal Quality Audit**” means a first party Quality Audit of an organization’s own processes conducted by or on behalf of the organization.

“Irrecoverable Losses” means:

- (a) in the case of Losses suffered or incurred by the Province, Province Irrecoverable Losses; and
- (b) in the case of Losses suffered or incurred by Project Co, Project Co Irrecoverable Losses.

“Irrevocability Agreement” means the irrevocability agreement entered into as of June 22, 2020 among the Province, Acciona-Ghella Joint Venture, comprising Acciona Infrastructure Canada Inc. and Ghella Canada Limited, Mott MacDonald Canada Limited, IBI Group Professional Services (Canada) Inc., DIALOG BC Architecture Engineering Interior Design Planning Inc., Ingeniería Especializada Obra Civil e Industrial, S.A., Parsons Inc., Corporación Acciona Infraestructuras, S.L. and Ghella S.p.A., as amended, supplemented or replaced from time to time.

“ISO 9000 Standard” means the ISO 9000 International Standard, Quality Management Systems – Fundamentals and Vocabulary, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“ISO 9001 Standard” means the ISO 9001 International Standard, Quality Management Systems - Requirements, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“ISO 9001 Lead Auditor Course” means an accredited ISO 9001 course for lead auditors that meets the training portion of the requirements for current certification of individual quality system auditors with the International Register of Certificated Auditors (IRCA) or Exemplar Global Inc.

“ISO 9004 Quality Management” means ISO 9004 Quality Management - Quality of an organization - Guidance to achieve sustained success, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“ISO 10005 Standard” means the ISO 10005 International Standard, Quality Management – Guidelines for Quality Plans, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“ISO 14001 Standard” means the ISO 14001 International Standard – Environmental Management Systems – Requirements with Guidance for Use, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“ISO 19011 Standard” means the ISO 19011 International Standard - Guidelines for auditing management systems, as revised and updated from time to time, or, at the direction of the Province, such other replacement standard as the Province may designate, acting reasonably.

“Issues Management and Crisis Communication Plan” has the meaning given in Section 2.5(e) of Schedule 9 [Communications, Community Relations and Business Relations].

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

“**Junior Credit Facilities**” means any credit facility provided to Project Co by an Affiliate of Project Co.

“**Junior Debt**” means any or all of the debt of Project Co to the extent that it is properly incurred by Project Co under the Junior Credit Facilities pursuant to and in accordance with the Junior Lending Agreements, provided however that “**Junior Debt**” will exclude:

- (a) all amounts not actually paid to Project Co by cash advance;
- (b) all fees, including commitment fees, standby fees or other fees, paid or to be paid by Project Co; and
- (c) capitalized interest, and interest on overdue interest.

“**Junior Lenders**” means all or any of the persons who provide credit facilities in respect of the Project or the Project Work under the Junior Credit Facilities.

“**Junior Lending Agreements**” means any agreement for the provision of a Junior Credit Facility, each as supplemented, amended or replaced from time to time in accordance with this Agreement.

“**Key Individuals**” means those individuals specified in, or appointed pursuant to, Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], or such replacements as may be appointed by the Project Co from time to time in accordance with Section 3.3(d) of Schedule 2 [Representatives, Review Procedure and Consent Procedure].

“**Labour Dispute**” means any lawful or unlawful strike (including a general strike in British Columbia), lockout, go-slow or other labour dispute occurring after the Effective Date affecting generally the whole or a significant section of the transportation infrastructure construction industry in British Columbia and/or the transportation infrastructure operation and maintenance industry, and/or the transit operators’ industry in British Columbia.

“**Land Rights**” means an estate or interest in or right over or relating to any land (including an air space parcel, foreshore and land covered by water) whether legal, equitable, contractual, irrevocable, revocable, permanent, temporary or otherwise including a fee simple interest, subsurface rights, a leasehold estate, a statutory right of way, an easement, a license, rights under a crossing agreement, including a Railway Crossing Agreement, or a permit.

“**Lane Closure**” means a temporary stoppage of traffic flow in a traffic lane or lanes on a specific section of road as a result of actions by the Project Co, but excludes a Full Closure

“**Lane Shift**” means a shift in the alignment of a traffic lane along a road which guides traffic around a work zone without requiring traffic to change lane.

“**Latent Project Work Defect**” has the meaning given in Section 2.2(b) of Schedule 5 [Project Work Defects and Warranties].

“**Latent Project Work Defect Warranty Period**” means the period from the expiry of the General Project Work Defect Warranty Period to and including the sixth anniversary of the Substantial Completion Date or, if earlier, the sixth anniversary of the Termination Date.

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

“**Laws**” means all laws (including the common law), statutes, regulations, treaties, judgments and decrees and all official directives, bylaws, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having the force of law from time to time affecting, applicable to or otherwise relating to the Project, the Project Work, the Project Site, the Project Infrastructure, Project Co, the Province or BCTFA, as the case may be, including, for greater certainty, those related to the issuance of Permits and any applicable building codes.

“**Lenders’ Remedies Agreement**” means the agreement to be entered into between the Province, BCTFA, the Agent on behalf of the Senior Lenders, and Project Co, in the form set out in Schedule 14 [Lenders’ Remedies Agreement], as amended, supplemented or replaced from time to time by written agreement of the parties thereto.

“**Lending Agreements**” means all or any agreements and instruments entered into or to be entered into by Project Co or any of its Affiliates relating to the debt financing of the Project or the Project Work, including:

- (a) the Initial Lending Agreements including any amendments and supplements thereto or any replacements thereof, and any agreements or instruments (including any agreement or instruments creating or evidencing security interests in respect of the obligations owed or owing in respect of Senior Debt or Junior Debt from time to time) entered into by Project Co or any of its Affiliates to raise additional or substitute financing or credit facilities of any form or relating to the rescheduling of its indebtedness or the re-financing of the Project or the Project Work; and
- (b) any and all agreements or instruments entered into by Project Co or any of its Affiliates for the purpose of facilitating the hedging of any exposure to fluctuations of interest rates on Senior Debt or fluctuations in the consumer price index, including the Initial Hedging Agreements, and including any amendments or supplements thereto or any replacements thereof;

in each case provided they have been entered into in accordance with this Agreement.

“**Letter of Credit**” means an irrevocable letter of credit in the form of Appendix B [Form of Letter of Credit] to Schedule 10, modified as indicated therein and meeting the requirements set out therein.

“**Level of Service**” or “**LOS**” means a specified range of values for a particular service measure (e.g. walkways, vertical circulations - stairs, ramps, escalators and elevators - and waiting or queuing areas) as set in Article 10 [Architecture] of Schedule 4, based in terms of pedestrian speed, density and flow through volumes and determined using station passenger simulation software.

“**Licensed Property**” means any Intellectual Property or other property to which the Complete License applies.

“**Like-for-Like**” means, in relation to any infrastructure (including Utilities and roads) which is being relocated, replaced or repaired as part of the Project Work, including as a result of being damaged during the course of the Project Work, a standard for the relocation, replacement or repair pursuant to which the functionality, capacity, and service of such infrastructure is equivalent to that which existed prior to the relocation, replacement or repair, provided that design details, materials and construction specifications for the relocated, replaced or repaired infrastructure shall be consistent with the current standards of the entity which owns the subject infrastructure.

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

“**Limited Notice to Proceed Agreement**” means the agreement made as of July 23, 2020 among the Province, Broadway Subway Constructors General Partnership, Acciona Infrastructure Canada Inc. and Ghella Canada Ltd., as amended, supplemented or replaced from time to time.

“**Line**” means a sequence of Train routings to one or more stopping points that ends at the original point of departure and includes intermediate destinations (station dwell points), direction of travel and the route to be followed for each stopping point along the Line.

“**Link**” means the part of the Guideway alignment between any two stations of, as applicable, the Existing SkyTrain System or the Integrated SkyTrain.

“**Liquidated Damages**” means Delay Liquidated Damages.

“**Liquidated Damages Event**” means any event giving rise to liability of Project Co for Liquidated Damages.

“**Look Ahead Schedules**” means the 90-Day Look Ahead Schedule and the 30-Day Look Ahead Schedule, each as described in Appendix G [Systems General Requirements] to Schedule 4 [Design and Construction].

“**Losses**” means any and all damages, losses, loss of revenue, loss of passenger revenue, loss of profit, loss of business opportunity, liabilities, charges, judgments, court orders, penalties, fines, assessments, costs (including finance costs) and expenses (including legal and other professional charges and expenses on a full indemnity basis and including reasonable costs of mitigation incurred by the Province or BCTFA in complying with its obligations pursuant to Section 3.1 [Mitigation by Province] of the Agreement or Project Co in complying with its obligations pursuant to Section 4.10 [Mitigation by Project Co] of the Agreement, as the case may be) of any nature and kind whatsoever and howsoever arising, whether under statute or contract, at common law, in equity, in connection with judgments or criminal or quasi criminal proceedings, or otherwise, and whether direct, indirect or consequential, and “**Loss**” will be construed accordingly.

“**lux**” means the SI unit of illuminance; one lux is one lumen per square meter (lm/m^2).

“**M**” means million.

“**Major Road**” means one of the following roads for the purposes of Part 4, Schedule 4 [Design and Construction]:

- (a) Clark Drive;
- (b) East 6th Avenue;
- (c) Great Northern Way;
- (d) East 2nd Avenue;
- (e) East Broadway;
- (f) West Broadway;

- (g) Kingsway;
- (h) Main Street;
- (i) Yukon Street;
- (j) Cambie Street;
- (k) Oak Street;
- (l) Hemlock Street;
- (m) Granville Street;
- (n) Fir Street;
- (o) Burrard Street; and
- (p) Arbutus Street.

“**Make Whole Payments**” means any make whole payment payable in respect of any bond financing that from time to time constitutes a Senior Credit Facility.

“**Management Review**” means review, by the directing and controlling persons of Project Co or the Design-Build Contractor, of the Quality Management System at planned intervals to ensure its continuing suitability, adequacy, effectiveness and alignment with the requirements of Schedule 7 [Quality Management].

“**Manual Delivery Plan**” has the meaning given in Article 3.3.1(a) [Manual Delivery Plan] of Schedule 4 [Design and Construction], Part 3.

“**Mark I Vehicle**” means the Mark I type of passenger vehicle used on the Existing SkyTrain System and which will be used on the Integrated SkyTrain System.

“**Mark II Vehicle**” means the Mark II type of passenger vehicle used on the Existing SkyTrain System and which will be used on the Integrated SkyTrain System.

“**Mark III Vehicle**” means the Mark III type of passenger vehicle used on the Existing SkyTrain System and which will be used on the Integrated SkyTrain System.

“**Mark-up**” means any direct or indirect margin, mark-up, overhead charge, premium or other increase over or above the actual amount incurred for salary, wages, machinery, equipment, tools or any other input.

“**Master Bus Management Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.5 [Master Bus Management Plan] of Part 4.

“**Master Implementation Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.4 [Master Implementation Plan] of Part 4.

“**Master Incident Management Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.3 [Master Incident Management Plan] of Part 4.

“**Master Traffic Control Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.1 [Master Traffic Control Plan] of Part 4.

“**Master Traffic Management Plan**” means the Master Traffic Management Plan and associated Sub Plans prepared by Project Co in accordance with Article 1.2 [Master Traffic Management Plan] of Part 4.

“**Master Traffic Management Public Information Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.2 [Master Traffic Management Public Information Plan] of Part 4.

“**Master Truck Management Plan**” means the Sub-Plan to the Traffic Management Plan prepared by Project Co in accordance with Article 1.3.6 [Master Truck Management Plan] of Part 4.

“**MVRD**” means Metro Vancouver Regional District (previously called “Greater Vancouver Regional District” or “GVRD”, and commonly called “Metro Vancouver”) and includes or refers to, as applicable, Greater Vancouver Sewerage and Drainage District and Greater Vancouver Water District.

“**Mined Structure**” means an Underground Structure constructed by means other than open excavation or bored tunnelling.

“**Mined Structures Work Plan**” has the meaning set out in Article 7 (Tunnel) of Part 2 of Schedule 4 [Design and Construction];

“**Minimal Building Structures Damage**” means acceptable (but limited) damage from the structural response to the 100-Year Return Period Earthquake Event Level that may include minor cracking of concrete and yielding of steel in non-critical structural elements. Some repair may be needed to restore appearance or protection from water intrusion, fire, or corrosion.

“**Minimum Considerations for Construction Specifications**” means the specifications included in Schedule 4 [Design and Construction], Appendix C [Minimum Considerations for Construction Specifications].

“**Minimum Indigenous Contracts Requirement**” has the meaning given in Section 1.1(b) of Schedule 22 [Indigenous Requirements].

“**Minimum Indigenous Employment Requirement**” has the meaning given in Section 1.1(a) of Schedule 22 [Indigenous Requirements].

“**Minister**” means the member of the Executive Council of the Province who is charged from time to time with the administration of the *Transportation Act* (British Columbia), and includes the Minister’s deputy and any person authorized to act for or on behalf of either of them with respect to any matter under or contemplated by this Agreement.

“**Ministry**” means the ministry of the Province headed by the Minister.

“**Minor Works**” has the meaning given in Section 7.3 [Minor Works] of this Agreement.

“**Minor Works Valuation**” means a reasonable estimate, consistent with the principles set out in Section 2.4 [Valuation of Change in Costs] of Schedule 11, of the net amount of all Changes in Costs incurred by Project Co to implement a Province Change or Project Co Proposal.

“**Modifications**” means, in respect of any Intellectual Property or other property, all modifications including any alterations, changes, deletions, amendments, upgrades, updates, enhancements, revisions or improvements.

“**Modifications to Province Provided Materials**” means all Modifications made to any Province Provided Materials, whether made by or on behalf of the Province or by or on behalf of Project Co.

“**MOE**” means the Ministry of Environment and Climate Change Strategy of the Province.

“**Mount Pleasant Station**” means the Station to be generally located in the vicinity of Main Street and Broadway Street.

“**Municipal Agreement**” means the agreement made as of January 17, 2020 between the Province and the Corporation of the City of Vancouver as amended, supplemented or replaced from time to time.

“**Municipal Facilities**” at any time means the Municipal Lands and the Municipal Infrastructure at that time.

“**Municipal Infrastructure**” at any time means Infrastructure situated in, on, under or over any part of the Municipal Lands at the time access is given to Project Co, a Principal Contractor or a Subcontractor, for the purpose of the construction thereon of any Infrastructure, and includes new and existing Infrastructure constructed, installed, altered, upgraded and/or augmented at that time by the carrying out of the Project Work on behalf of or by the City or MVRD, including work related to Public Utilities but not Regulated Utilities, Utilities of Utility Suppliers (other than those suppliers which are also Public Utilities) and Third Party Facilities.

“**Municipal Lands**” means lands under the ownership or control of the City at any time comprised within the Project Site.

“**Municipal Requirements**” means, collectively, in respect of Municipal Works, the following:

- (a) the requirements set out in Article 3 [Municipal Requirements], Part 1, Schedule 4; and
- (b) any and all SRWs in favour of the City or registered against any Municipal Lands to the benefit of the Province and BCTFA or either of them;
- (c) any requirements set out in the Municipal Agreement; and
- (d) the standards and requirements that would be applicable to obtaining and maintaining access to, use and occupation of, and carrying out work on or adjacent to municipal lands and infrastructure which would reasonably be expected by a contractor experienced in carrying out such work applying Good Industry Practice.

“**Municipal Road**” means a road or portion thereof within the City and includes asphalt or concrete pavements, curbs and gutters, retaining walls, Pavement Markings, sidewalks, pedestrian and roadway

lights, street lighting, manhole and valve covers, catch basins and catch basin leads, surface water inlets and traffic and pedestrian control signs and Traffic Signals, as they relate to a Municipal Road.

“**Municipal Works**” means all temporary and permanent installation, protection, removal, relocation and other works and activities relating to or affecting or in any way impacting the Municipal Lands and the Municipal Infrastructure required to be carried out by Project Co that are necessary to accommodate the access to and use of the Municipal Lands for the performance of the Project Works and all other obligations under this Agreement.

“**MV Utilities Works Agreement**” has the meaning given in Article 8.9.4(a) of Part 2, Schedule 4 [Design and Construction].

“**NCE (Cash) Payment**” means a payment paid or payable pursuant to Section 7.3 [Calculation of Non-Compliance Event Payments] of Schedule 10 in respect of the occurrence of one or more Non-Compliance Events as listed in Table 7.3 – NCE (Cash) Payment Amounts in Schedule 10.

“**NCE Points**” means those points assigned to Project Co in accordance with Section 8.1 [Assignment of NCE Points] of Schedule 10.

“**NCE Points Balance**” has the meaning given in Section 8.2(c)(ii) of Schedule 10 [Performance Mechanism].

“**NCE Points (Default) Balance**” has the meaning given in Section 8.3(b) of Schedule 10 [Performance Mechanism].

“**NCE (Points) Payment**” means a payment paid or payable pursuant to Section 7.3 [Calculation of Non-Compliance Event Payments] of Schedule 10 in respect of NCE Points assigned to Project Co pursuant to Part 8 [NCE Points and Default Points] of Schedule 10 in respect of the occurrence of one or more Non-Compliance Events.

“**Newspaper Corral**” has the meaning in Article 10 [Architecture] of Schedule 4 [Design and Construction], Part 2.

“**Night Hours of Work**” for the purpose of Article 20, Part 2 of Schedule 4 means the period from 10:00 pm to 6:00 am on Monday through Saturday; and begin at 8:00 pm and end at 9:00 am on Sunday and Statutory Holidays.

“**Night Hours of Work Locations**” for the purpose of Article 20, Part 2 of Schedule 4 means the following locations:

- (a) Great Northern Way Station;
- (b) Mount Pleasant Station;
- (c) Cambie Crossover;
- (d) Broadway – City Hall Station;
- (e) Faiview - VGH Station;

- (f) South Granville Station;
- (g) Arbutus Crossover and TBM Exit Shaft; and
- (h) Arbutus Station.

“Night Time” for the purpose of Article 20, Part 2 of Schedule 4 means the periods during each week which begin at 10:00 pm and end at 6:00 am on Monday through Saturday; and begin at 8:00 pm and end at 9:00 am on Sunday and Statutory Holidays.

“No Default Interest Rate” means at any time the non-default interest rate provided for in respect of the Senior Credit Facilities in the Senior Lending Agreements at that time, provided that, for the avoidance of doubt, the interest rate shall not include any breakage costs or other fees or charges under the Senior Lending Agreements.

“Noise and Vibration Management Plan” means the noise and vibration management plan to be prepared by Project Co in accordance with Article 20.2.2(d) of Part 2, Schedule 4.

“Non-Assignable Documents” has the meaning given in Section 16.1 [Province Consent Required to Assignment by Project Co].

“Non-Compliance Disruption Event” means any one of:

- (a) Non-Permitted Traffic Disruption Event;
- (b) Non-Permitted Pedestrian and Cyclist Disruption Event;
- (c) Non-Permitted Access Disruption Event;
- (d) Non-Permitted On-Street Parking Disruption Event;
- (e) Non-Permitted On-Street Loading Disruption Event;
- (f) Non-Permitted Staff Parking Disruption Event;
- (g) Non-Permitted Bus Disruption Event;
- (h) Non-Permitted Construction Hours of Work Disruption Event;
- (i) Non-Permitted Construction Noise Disruption Event;
- (j) Non-Permitted SkyTrain/Canada Line Station Entrance Disruption Event;
- (k) Non-Permitted SkyTrain/Canada Line Service Disruption Event; and
- (l) Non-Permitted Use of Non-Truck Route Event.

“Non-Compliance Event” means a failure by Project Co to meet a specific performance measure described in Appendix D [Assignment of NCE Points] to Schedule 10, a failure by Project Co to retain,

make available or replace any Key Individual, or to fill any Key Individual position, as required by Section 3.3(d) [Key Individuals] of Schedule 2, or a failure by Project Co to meet the Minimum Indigenous Contracts Requirement as required by Section 1.1(b) of Schedule 22 [Indigenous Requirements].

“Non-Compliance Event Payments” means the payments paid or payable by Project Co to the Province Section 7.3 [Calculation of Non-Compliance Event Payments] of Schedule 10.

“Non-Continuous Noise” means noise which occurs for a total of less than 3 minutes in any 15 minute period of time.

“Nonconformity” means any failure by Project Co to perform any of its obligations under this Agreement in respect of any aspect of the Project Work and which failure is not rectified by Project Co within the applicable time period, if any, stipulated in this Agreement, including but not limited to the following:

- (a) a Non-Compliance Event;
- (b) defective workmanship or repairs not in compliance with the requirements of this Agreement;
- (c) use of materials and/or equipment not in compliance with the requirements of this Agreement;
- (d) deficient, incomplete and/or illegible Quality Documentation;
- (e) deficient, incomplete and/or illegible Records;
- (f) inadequate and/or ineffective defect identification processes;
- (g) failure to achieve documented response time requirements;
- (h) failure to comply with Quality Management System processes;
- (i) failure to complete a Correction of a Nonconformity and, if applicable, failure to take Corrective Action in respect of any Nonconformity, within the required time;
- (j) failure to take Opportunities for Improvement (if applicable) with respect to any potential Nonconformity within the required time; and
- (k) failure to meet Project Co’s reporting obligations under this Agreement.

“Nonconformity Report” means a document issued by either the Province or Project Co pursuant to Section 6.1 [Nonconformity Reporting Process] of Schedule 7 detailing the description of an identified Nonconformity and the proposed rectification and action taken or to be taken to deal with such Nonconformity.

“Nonconformity Tracking System” means a system to track Nonconformity Reports issued by the Province or Project Co as set out in Section 6.2 [Nonconformity Report Tracking System] of Schedule 7.

“**Non-Default Termination Sum**” has the meaning given in Section 2.2 [Calculation of Non-Default Termination Sum] of Schedule 13.

“**Non-Default Warranty Holdback**” means an amount equal to 1% of the value of all Project Work which is substantially complete as at the Termination Date, as determined by the Province, acting reasonably”.

“**Non-Default Warranty Holdback Letter of Credit**” has the meaning given in Section 4.1 of Schedule 10 [Payment and Performance Mechanism]

“**Non-Exclusive Road**” has the meaning given in Article 3.4(a)(ii) of Schedule 4 [Design and Construction], Part 1.

“**Non-Foreseeable Contamination**” means all Existing Contamination other than Foreseeable Contamination.

“**Non-Interference Headway**” means a time interval between Trains achieved without delay caused by the proximity of other Trains.

“**Non-Permitted Access Disruption Event**” means each Access Disruption except those that are accepted under the Review Procedure or Consent Procedure in accordance with Article 2 [Permitted Traffic Disruptions], Part 4 of Schedule 4.

“**Non-Permitted Bus Disruption Event**” means each Bus Disruption which results in a delay that exceeds two minutes in duration, except those accepted under the Review Procedure or Consent Procedure in accordance with Article 2 [Permitted Traffic Disruptions], Part 4 of Schedule 4.

“**Non-Permitted Construction Hours of Work Disruption Event**” means each time that Construction activity of Project Co on the Project Site is undertaken at a time that is not permitted by Article 20.2.1 [Permitted Hours of Work and Noise Level Criteria], Part 2 of Schedule 4.

“**Non-Permitted Construction Noise Disruption Event**” means each time that a construction activity of Project Co on the Project Site causes Continuous Noise or Non-Continuous Noise to exceed the noise levels permitted by Article 20.2.1 [Permitted Hours of Work and Noise Level Criteria], Part 2 of Schedule 4.

“**Non-Permitted On-Street Loading Disruption Event**” means any On-Street Loading Disruption except those that are accepted under the Review Procedure or Consent Procedure in accordance with Article 2 [Permitted Traffic Disruptions], Part 4 of Schedule 4.

“**Non-Permitted On-Street Parking Disruption Event**” means each On-Street Parking Disruption except those that are accepted under the Review Procedure or Consent Procedure in accordance with Article 2 [Permitted Traffic Disruptions], Part 4 of Schedule 4.

“**Non-Permitted Pedestrian or Cyclist Disruption Event**” means each Pedestrian Disruption or Cyclist Disruption except those that are accepted under the Review Procedure or Consent Procedure in accordance with Article 2 [Permitted Traffic Disruptions], Part 4 of Schedule 4.

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“Non-Permitted SkyTrain/Canada Line Service Disruption Event” means each delay, outage or disruption, caused in the performance of the Project Work by Project Co or any person for whom Project Co is in law responsible, in or to the operation in passenger service of the Existing SkyTrain System, the Canada Line or, after Service Commencement, the Integrated SkyTrain System, as applicable, which exceeds two minutes in duration.

“Non-Permitted SkyTrain/Canada Line Station Entrance Disruption Event” means each closure of any station entrance at VCC-Clark Station or Broadway – City Hall Canada Line Station, with the exception of any partial closure of the station entrance at Broadway – City Hall Canada Line Station for which Project Co has obtained approval from the Province pursuant to the Consent Procedure. A Non-Permitted SkyTrain/Canada Line Station Entrance Disruption Event which simultaneously affects more than one entrance shall be treated as a separate Non-Permitted SkyTrain/Canada Line Station Entrance Disruption Event in respect of each such entrance.

“Non-Permitted Staff Parking Disruption Event” means each Non-Permitted On-Street Parking Disruption Event caused by a vehicle being parked in a restricted area (as set out in Article 1.24.2 [Parking of Project Co’s Vehicles], Part 4 of Schedule 4) by any officer, employee or contractor of Project Co or any person for whom Project Co is in law responsible.

“Non-Permitted Traffic Disruption Event” means any Traffic Disruption which affects the use of or access to one or more lanes of traffic, including those events described in Schedule 4 Part 4 Article 3 [Non-Permitted Traffic Disruption Events], except:

- (a) a Traffic Disruption for which a Non-Compliance Event Payment is payable in accordance with Section 7.3 [Calculation of Non-Compliance Event Payments] of Schedule 10 [Payment and Performance Mechanisms]; and
- (b) a Traffic Disruption that is approved under the Review Procedure or Consent Procedure in accordance with Schedule 4 Part 4 Article 2 [Permitted Traffic Disruptions].

“Non-Permitted Use of Non-Truck Route Event” means each time that a Truck, in connection with the performance of the Project Work by Project Co (whether directly or indirectly), or any person for whom Project Co is in law responsible, uses any route that is not a Truck Route for travelling to or from the Traffic Site, or for transporting materials to or from the Traffic Site except as otherwise permitted pursuant to the Review Procedure or Consent Procedure in accordance with Article 2 [Permitted Traffic Disruption], Part 4 of Schedule 4.

“Non-Police Incident” means an Incident as a result of which the Police do not require closure of all or part of any road.

“Non-Systems Certification Procedure” has the meaning given in Article 2.2.1 [General] of Schedule 4 [Design and Construction], Part 3.

“Non-Systems Components” has the meaning given in Article 2.1.4(a), Part 3 of Schedule 4.

“Non-Systems Design Management Plan” has the meaning given in Article 2.2.3.1 [Submission of Non-Systems Design Management Plan], Part 3 of Schedule 4.

“**Non-Systems Review Meeting Minutes**” has the meaning given in Article 2.2.3.4(b) [Non-Systems Review Meetings and Minutes] of Schedule 4 [Design and Construction], Part 3.

“**Non-Systems Review Meetings**” has the meaning given in Article 2.2.3.4(a) [Non-Systems Review Meetings and Minutes] of Schedule 4 [Design and Construction], Part 3.

“**Normal Operation**” means the normal operation of Trains on the BSP, integrated with the Existing SkyTrain System, serving all stations and platforms, within the operationally planned frequency and pattern of service.

“**No Threshold Compensation Event**” means each of the Compensation Events referred to in paragraphs (a), (b), (g), (h), (i), (j), (k), (n), (o), and (q) of the definition of Compensation Event in this Section 1.1.

“**Notice of Failure to Comply**” has the meaning given in Section 4.17(b) of the Agreement.

“**Notice of Intention to Terminate**” has the meaning given in Section 14.5(a) of the Agreement.

“**Notice of Objection to Arbitration**” has the meaning given in Section 5.1(a)(ii)(A) of Schedule 16 [Dispute Resolution Procedure].

“**Notice of Objection to Expert Referee**” has the meaning given in Section 3.1 of Schedule 16 [Dispute Resolution Procedure].

“**Notice of Project**” has the meaning given in Section 4.12(b) of the Agreement.

“**Nuisance Claim**” means a Claim for damages or other relief for private nuisance, public nuisance or injurious affection in relation to the construction of the Broadway Subway Project, but excluding any such Claim pursuant to which the plaintiff or claimant makes or asserts a claim for any physical loss or damage to the plaintiff’s or claimant’s property.

“**Occupancy Approval Certificate**” means an occupancy approval certificate issued by the AHJ in respect of a Station in accordance with the Construction Approval Process.

“**OHS Regulation**” means the *Occupational Health and Safety Regulation* (British Columbia) promulgated pursuant to the WCA.

“**O&M Training**” has the meaning given in Article 3.5.1(a)(i) [Operations and Maintenance Training] of Schedule 4 [Design and Construction], Part 3.

“**O&M Training Plan**” has the meaning given in Article 3.5.1(a) [Operations and Maintenance Training] of Schedule 4 [Design and Construction], Part 3.

“**On-Street Loading**” means designated loading zones or areas permitted by municipal bylaw in an area of a public road, generally adjacent to the edge of road.

“**On-Street Loading Disruption**” means a disruption to On-Street Loading caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible.

“**On-Street Parking**” means formal or informal vehicle parking permitted by municipal bylaw in an area of a public road generally adjacent to the edge of road, and excludes On-Street Loading.

“**On-Street Parking Disruption**” means a disruption to On-Street Parking caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible.

“**On-Time Performance Demonstration**” means the performance demonstration described in Article 13.4.2 [On-Time Performance Demonstration], Part 2 of Schedule 4.

“**On-Time Performance Demonstration Completion**” means the satisfaction, as determined by the Province acting reasonably, of the “Delay Minutes per Million Train Kilometers” test for the On-Time Performance Demonstration as specified in Article 13.4.2 [On-Time Performance Demonstration], Part 2 of Schedule 4.

“**On-Time Performance Demonstration Completion Amount**” has the meaning given in Section 1.2(f)(i) of Schedule 10 [Payment and Performance Mechanism].

“**On-Time Performance Demonstration Completion Date**” means the date on which On-Time Performance Demonstration Completion occurs, as established by the test report prepared by Project Co in accordance with Article 13.4.2 [On-Time Performance Demonstration], Part 2 of Schedule 4 and endorsed by the Province’s Representative “received” in accordance with the Review Procedure.

“**On-Time Performance Demonstration Completion Target Date**” means the date that is the first anniversary of the Service Commencement Date, as such date may be postponed pursuant to this Agreement, provided that:

- (a) if it is agreed or determined that, for any period of time (a “**Relevant Period**”) during the period from the Service Commencement Date until the On-Time Performance Demonstration Completion Date, the Operational Millennium Line was not available for passenger service as a direct result of either:
 - (i) TransLink not having either ordered a particular item on the Final Spare Parts List in accordance with Article 3.6.2(e), Part 3 of Schedule 4 or purchased such item from any other person; or
 - (ii) any other cause to the extent not directly or indirectly attributable to any Project Co Non-Excusable Event or any other act or omission of Project Co or any person for whom Project Co is in law responsible;

then:

- (b) the On-Time Performance Demonstration Completion Target Date shall be postponed by:
 - (i) if paragraph (a) of this definition applies, the number of calendar days in any Relevant Period; or
 - (ii) if paragraph (b) of this definition applies, such time as is reasonable in the circumstances to permit time for such cause or causes to be remedied; and
- (c) the Project Schedule shall be amended accordingly to reflect any such postponement.

“**On-Time Performance Demonstration Letter of Credit**” has the meaning given in Section 4.1 of Schedule 10.

“**Operating Permit**” means the permit to operate the Operational Millennium Line to be issued under Part 2 of the *Railway Safety Act* (British Columbia).

“**Operational and Functional Components**” means non-structural components and equipment, including architectural (external and internal), building services (mechanical, electrical, plumbing and telecommunications) and Systems components.

“**Operational Millennium Line**” means the Broadway Subway and that portion of the Existing Millennium Line between Lafarge-Lake Douglas Station in Coquitlam to VCC-Clark Station in Vancouver.

“**Operations and Maintenance Centre**” means the existing BCRTC operations, maintenance and storage facility consisting of OMC1, located at 6700 Southridge Drive in the City of Burnaby, B.C., and OMC2, located at 6800 – 14th Avenue, Burnaby, B.C. References to the OMC are references to OMC1, OMC2, or both as applicable.

“**Operations Control Centre**” has the meaning set out in Appendix F [TransLink Building Code Criteria] to Schedule 4.

“**Opportunities for Improvement**” means a situation or condition where actions can be taken by Project Co to enhance its performance in the delivery of products or services or to eliminate the causes of a potential Nonconformity or other undesirable situation in order to prevent its occurrence.

“**Original Senior Commitment**” means the principal amount of all funding for the Project committed under the Initial Senior Credit Facilities and the Initial Senior Lending Agreements as at the Effective Date.

“**Other Lands**” means those lands, which are not either the Designated Project Lands or the Supplementary Project Lands, which are proposed to be used by Project Co in connection with or to facilitate the delivery of all or any part of the Project Work and which the Province determines are important to the continuous and uninterrupted delivery of the Project Work and which are described in Table A-3 of Appendix A [Project Lands and Other Lands] to Schedule 8 [Lands].

“**Other Road**” means any road that is not a Major Road for the purposes of Part 4, Schedule 4 [Design and Construction].

“**Other Traffic Control Device**” means a device is used to control or guide Traffic, including a traffic cone, traffic drum, delineator, picket, raised pavement marker, flashing light, and excluding a Sign, Pavement Marking or Traffic Signal.

“**Participants**” has the meaning given in Section 8.8(a) of the Agreement.

“**parties**” means the parties to this Agreement unless reference is made specifically to another agreement or document.

“**Partnerships BC**” means Partnerships British Columbia Inc.

“**Passenger Service**” means the operation of Trains on the BSP which are available for use by the general public.

“**Patrol Report**” means a report developed by Project Co that is used to document Project Co's traffic patrol activities during non-construction hours in accordance with Article 1.6.6 of Part 4.

“**Pavement Marking**” means a retro-reflective mechanism, such as paint, used to delineate a road as described by the TAC Manual of Uniform Traffic Control Devices.

“**Payment Application**” means a payment application in the applicable form set out in Appendix E [Payment Application Forms] to Schedule 10, and includes a Draw Request.

“**Payment Period**” means each calendar month, except that:

- (a) the first Payment Period shall commence on the Effective Date and end on the last day of the calendar month following the calendar month in which the Effective Date occurs; and
- (b) the last Payment Period shall end on the Substantial Completion Date.

“**PCI**” means PCI Developments Limited Partnership and any affiliate or affiliates of PCI Developments Limited Partnership that are involved in the PCI SG Development or the PCI GNW Development;

“**PCI Columns**” has the meaning given in Section 1(a) of Appendix R [PCI Columns] to Schedule 4 [Design and Construction];

“**PCI GNW Development**” means the integrated development at Great Northern Way, adjacent to the Great Northern Way Station.

“**PCI SG Development**” means the integrated development to be designed and built by the developer PCI, located just northeast of the intersection of Granville Street and Broadway Avenue and which development will include the South Granville Station headhouse shell structure.

“**Peak Hour**” means the hour within the respective Peak Period that has the highest assumed Traffic volumes.

“**Peak Period**” means the time periods as defined in Article 4.3(b) of Article 4, Schedule 4, Part 4.

“**Pedestrian**” means a person travelling or being steered by a person primarily on foot and includes skate boarders, roller bladers, strollers, Segway's, motorized pedestrian devices and persons with disabilities using wheelchairs, scooters, walkers, walking sticks, and other assistive devices.

“**Pedestrian Disruption**” means a disruption of a Pedestrian Facility caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible.

“**Pedestrian Facility**” means a temporary or permanent facility, including a sidewalk, walking track, trail, pathway, crosswalk (whether signalized or not), stairway, ramp, storage area or other route or Project Infrastructure, which is designed for use primarily by Pedestrians, but could also be shared with Cyclists.

“**Performance Incentive Payments**” means, collectively, the payments paid or payable by Project Co to the Province pursuant to pursuant to Section 6.1 [Obligation to make Performance Incentive Payments] and Section 7.1 [Calculation of Performance Incentive Payments] of Schedule 10.

“**Performance Measures**” for the purposes of Schedule 9 [Communications, Community Relations and Business Relations], means each of the performance measures set out in the Tables in Part 3 [Project Co Communications and Community Relations Protocol Performance Measures], Part 4 [Project Co Construction and Traffic Management Notification Performance Measures], Part 5 [Community and Stakeholder Relations Performance Measures], Part 6 [Business Relations Performance Measures] and Part 7 [Media and Government Relations Performance Measures] of Schedule 9.

“**Permanent Project Lands**” means Project Lands that are needed throughout the life of the BSP and operation of the Systems being the lands identified as “Permanent Project Lands” in Tables A-1 and A-2 of Appendix A [Project Lands and Other Lands] to Schedule 8 (including as a result of any update thereto as contemplated in Schedule 8) [and identified as Permanent Project Lands on the Project Lands Drawings].

“**Permanent Roadworks and Zones Drawings**” means the drawings titled “Permanent Roadworks & Zones” included in Schedule 4 [Design and Construction], Appendix A [Drawings].

“**Permits**” means:

- (a) all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations required from any Governmental Authority; and
- (b) all necessary permissions, consents, approvals and agreements from any third parties;

needed to carry out the Project and the Project Work in accordance with this Agreement, including all such permissions, consents, approvals, certificates, permits, licences, statutory and other agreements and authorizations required under or pursuant to any other Permit, the Indigenous Requirements, the Requirements of Interested Parties, any Project Site Agreement or Site Requirement, but for greater certainty does not include a permit granted pursuant to Article 8.400 of the Community Benefits Agreement..

“**Permitted Borrowing**” means, without double counting, any:

- (a) advance to Project Co under the Senior Credit Facilities in accordance with the Senior Lending Agreements, provided that such advance is not made under any Committed Standby Facility;
- (b) Additional Permitted Borrowing;
- (c) advance to Project Co under any Committed Standby Facility that is made solely for the purpose of funding any cost overruns, increased expenses or loss of revenue that Project Co incurs, provided that such funds are not used in substitution for other non-standby sources of committed funding designated for those purposes; and
- (d) interest and, in respect of the Initial Senior Lending Agreements only (prior to any subsequent amendment) other amounts, accrued or payable as Senior Debt;

except where any amount referred to in any of paragraphs (a) to (d) inclusive of this definition is, or is being used to fund, a payment of Default Interest on any Additional Permitted Borrowing.

“Permitted ERS” means any of the following ERS, as applicable:

- (a) ductile reinforced concrete column plastic hinging or equivalent ductile steel component substructure system, subject to the strain limits associated with the performance requirements specified in Article 5.6.3.3 [Performance Requirements and Permitted ERSs] of Schedule 4 [Design and Construction], Part 2;
- (b) isolation bearings, subject to testing validation of the design performance ranges, associated with the performance requirements specified in Article 5.6.3.3 [Performance Requirements and Permitted ERSs] of Schedule 4 [Design and Construction], Part 2;
- (c) seismic dampers, subject to testing validation of the design performance ranges, associated with the performance requirements specified in Article 5.6.3.3 [Performance Requirements and Permitted ERSs] of Schedule 4 [Design and Construction], Part 2; and
- (d) a Potentially Permitted ERS that the Province’s Representative has accepted pursuant to the Consent Procedure, which shall be deemed to be a Permitted ERS for the purposes of Article 5 [Seismic] of Schedule 4 [Design and Construction], Part 2, but only in respect of the specific Guideway structure and the accepted SDSM of such structure.

“person” means a legal entity, individual, corporation, body corporate, partnership, joint venture, association, trust, syndicate, limited liability company, pension fund, union or Governmental Authority, and the heirs, executors, administrators and legal representatives of an individual.

“Personal Information” means recorded information about an identifiable individual, other than contact information, collected or created by Project Co as a result of this Agreement but excluding any such information that, if Schedule 23 [Privacy Protection] did not apply to it, would not be under the “control of a public body” within the meaning of FOIPPA.

“Person Year” means 2,080 hours of employment less vacation and statutory holiday entitlement.

“Planned Event” means a recurring event identified in Attachment B to Article 1 [General Traffic Management Requirements], Part 4 of Schedule 4.

“Plant” means plant, goods, products, commodities, materials, supplies, machinery, equipment, apparatus and other tangible property supplied by or on behalf of Project Co:

- (a) intended to form part of the Project Infrastructure or actually forming part of the Project Infrastructure; or
- (b) intended to be incorporated into or permanently affixed to real property forming part of the Project Site or actually incorporated into or permanently affixed to real property forming part of the Project Site.

“**Portable Dynamic Message Sign**” or “**PDMS**” or “**Portable Changeable Message Sign**” or “**PCMS**” means a temporary and movable electronically programmable sign that is used to display relevant Traffic and Incident information to travelers.

“**Platform Advertising Panel**” has the meaning in Article 10 of Schedule 4 [Design and Construction], Part 2.

“**Point of Reception**” means, in relation to any noise from the Project Site, the nearest property line of any lands which are occupied by the recipient of the noise.

“**Police**” means any of:

- (a) the Royal Canadian Mounted Police;
- (b) the designated policing unit under the *Police Act* (British Columbia) known as the Transit Police;
- (c) any other provincial, federal, regional or municipal police force, police department or other law enforcement body and any related governing body having territorial jurisdiction over or in respect of the Project Infrastructure, the Project Site or any part thereof from time to time;
- (d) a member of the Royal Canadian Mounted Police or any other law enforcement body or related governing body referred to in paragraph (b) above; and
- (e) any other official who has or is exercising the powers of a constable or a peace officer while engaged in law enforcement duties, when those duties are exercised in relation to a matter in connection with, or which incidentally affects the construction or operation of, the Project Infrastructure, the Project Site or any part thereof from time to time.

“**Police Incident**” means any Incident as a result of which the Police require closure of all or part of any road.

“**Post-Construction Condition Survey**” has the meaning given in Article 4.6.1 [Post-Construction Condition Surveys] of Schedule 4 [Design and Construction], Part 1.

“**Post-Construction Condition Survey Report**” has the meaning given in Article 4.6.2 [Post-Construction Condition Survey Reports] of Schedule 4 [Design and Construction], Part 1.

“**Post Installation Checkout Tests**” has the meaning given in Section 1.17.4 [Post Installation Checkout (PICO) Tests] of Schedule 4 [Design and Construction], Appendix G.

“**Potentially Permitted ERS**” means an ERS other than a Permitted ERS.

“**PP Transition Payment Period**” has the meaning given in Section 2.1(a)(i) of Schedule 10 [Payment and Performance Mechanism].

“**Pre-Construction Condition Survey**” has the meaning given in Article 4.4.1 [Pre-Construction Condition Surveys] of Schedule 4 [Design and Construction], Part 1.

“**Pre-Construction Condition Survey Report**” has the meaning given in Article 4.4.2 [Pre-Construction Condition Survey Reports] of Schedule 4 [Design and Construction], Part 1.

“**Preferred Access Date**” has the meaning given in Section 3.1 of Schedule 8 [Lands].

“**Preliminary Deficiency List**” has the meaning given in Article 4.1.2.2(a) [Deficiency List Prior to Substantial Completion] of Schedule 4 [Design and Construction], Part 3.

“**Preliminary Spare Parts List**” has the meaning given in Article 3.6.2(b) [Spare Parts Lists, Spare Parts Plan and Provisioning Conference], Part 3 of Schedule 4.

“**Preliminary Station Design Drawings**” means the drawings titled “Preliminary Station Design Drawings” included in Schedule 4 [Design and Construction], Appendix A [Drawings].

“**Primary Infrastructure Components**” means the Infrastructure resulting from the carrying out of the Project Work in accordance with Part 2 [Design and Construction Requirements] of Schedule 4 and in accordance with Project Co’s Final Design in respect thereof.

“**Prime Contractor**” means a “prime contractor” as defined and described in the WCA and the OHS Regulation, respectively.

“**Prime Rate**” at any time means the variable rate of interest per annum announced from time to time by Canadian Imperial Bank of Commerce (or its successor) as such bank’s “prime” rate then in effect for determining interest rates on Canadian dollar commercial loans made by it in Canada.

“**Principal Contract**” means an agreement between Project Co and one or more Principal Contractors for or relating to the provision of all or part of the Project Work, each as amended, supplemented or replaced from time to time in accordance with this Agreement and the Collateral Agreements, and includes:

- (a) The Design-Build Contract; and
- (b) the ATC Supply Contract.

“**Principal Contractor**” means each of the Design-Build Contractor, Thales and any other person that contracts directly with Project Co to perform all or a significant part of the Design or Construction (other than solely by way of a guarantee), and any substitute contractor for any such contractor engaged directly by Project Co as may be permitted by this Agreement.

“**Principal Contractor Breakage Costs**” means, subject to Section 16.18 [Principal Contract Changes Not to Increase Province’s Liability] of this Agreement, without duplication, amounts reasonably and properly payable by Project Co to a Principal Contractor under the terms of the relevant Principal Contract, to compensate such Principal Contractor for Direct Losses sustained by the Principal Contractor as a direct result of the early termination of this Agreement, but only to the extent that:

- (a) the Direct Losses are incurred in connection with the Project and in respect of the performance of the Project Work, including, without duplication:
 - (i) costs of materials or goods ordered or subcontracts placed that cannot be cancelled without such Direct Losses being incurred;

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- (ii) expenditures reasonably incurred in anticipation of the performance of the Project Work in the future;
- (iii) demobilisation costs, including the cost of any relocation of Construction Plant used in connection with the Project Work; and
- (iv) termination payments that are required under applicable Laws or under lawful contracts of employment to be made to employees of the Principal Contractor and are reasonably and properly incurred by the Principal Contractor arising as a direct result of termination of this Agreement (provided that the Principal Contractor takes all reasonable steps to mitigate such termination payments) and provided that in calculating such amount no account will be taken of any liabilities and obligations of the Principal Contractor arising out of:
 - (A) contracts of employment or other agreements entered into by the Principal Contractor to the extent that such contracts of employment or agreements were not entered into substantially in connection with the Project; or
 - (B) contracts of employment or other agreements entered into by the Principal Contractor to the extent that such contracts of employment or agreements were not entered into in the ordinary course of business and on reasonable commercial arm's length terms;

or, in the case of Employees as defined in and provided under a BCIB-Subcontractor Agreement entered into by the Principal Contractor, such termination payments as are payable to such Employees in accordance with such BCIB-Subcontractor Agreement;

- (b) the Direct Losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms, including amounts payable to Thales pursuant to Sections 18.2.1(a)(i), 18.2.1(b) or 19.2.1(b) of the ATC Supply Contract;
- (c) Project Co and such Principal Contractor have each used all reasonable efforts to mitigate the Direct Losses; and
- (d) Project Co is not otherwise able or entitled (for default or otherwise) to terminate the Principal Contract without payment or for reduced payment;

and provided that any compensation for loss of future profits of the Principal Contractor (other than Thales, to which such compensation will not be payable) that would otherwise be included pursuant to the foregoing shall not exceed the future profits that the Principal Contractor could reasonably have been expected to earn in the first year immediately following the Termination Date.

“Professional Engineer” means a person who is registered as a professional engineer with the APEGBC.

“**Progress Payment**” means a progress payment for a Payment Period payable by the Province pursuant to Section 1.1 [Obligation to make Progress Payments] of Schedule 10, in the amount calculated in accordance with Section 2.1 of Schedule 10.

“**Project**” has the meaning given in Section 2.1(a) of this Agreement.

“**Project Architect**” has the meaning set out in Article 10.1.9 [Project Architect], Part 2 of Schedule 4 [Design and Construction].

“**Project Co**” has the meaning given in the Recitals.

“**Project Co Communication Protocol**” has the meaning given in Section 2.4 of Schedule 9 [Communications, Community Relations and Business Relations].

“**Project Co Default**” has the meaning given in Section 12.1 [Project Co Default].

“**Project Co Default Termination Sum**” has the meaning given in Section 3.1 [Calculation of Project Co Default Termination Sum] of Schedule 13.

“**Project Co Indemnified Person**” means:

- (a) Project Co’s Representative in its capacity as such under this Agreement;
- (b) any agent or professional advisor (including legal and financial advisor) of Project Co (excluding Principal Contractors and Subcontractors), in its capacity as such in connection with the Project; and
- (c) any director, officer or employee of Project Co or of any person falling within paragraph (b) of this definition.

“**Project Co Insolvency Event**” means the occurrence of any of the following:

- (a) any resolution of Project Co or the directors of Project Co is passed for the dissolution, liquidation or winding-up of Project Co, or for the suspension of operations of Project Co, or authorizing any of the actions in any of paragraphs (b) through (f) of this definition;
- (b) a decree, declaration or order of a court having jurisdiction is issued or entered, adjudging Project Co bankrupt or insolvent, or ordering the winding-up or liquidation of Project Co, or approving any reorganization, arrangement, compromise, composition, compounding, extension of time, moratorium or adjustment of liabilities of Project Co under the *Companies’ Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency, moratorium, reorganization or analogous law of any applicable jurisdiction, or any action or proceeding is commenced or instituted against Project Co for any of the foregoing and such action or proceeding against Project Co continues unstayed and is not withdrawn or dismissed within 45 days after it is commenced or instituted, or any action or proceeding is commenced or instituted by Project Co for any of the foregoing;

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- (c) if execution, distress, sequestration or any analogous process is issued, filed or levied against Project Co or against all or a substantial part of the property or assets of Project Co and such execution, distress, sequestration or other process continues unstayed and in effect and is not withdrawn, dismissed, overturned or set aside within the period of 45 days following its issuance or filing and such execution, distress, sequestration or analogous process has or could reasonably be expected to have a material adverse effect on the performance by Project Co of its obligations under this Agreement;
- (d) a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator, provisional liquidator, agent for a secured creditor, or other person with similar powers, is appointed in any manner in respect of Project Co or in respect of all or a substantial portion of the property and assets of Project Co, or any creditor takes control of Project Co or of all or a substantial portion of the property and assets of Project Co, or any action or proceeding is commenced or instituted against Project Co for any of the foregoing and such action or proceeding against Project Co continues unstayed and is not withdrawn or dismissed within 45 days after it is commenced or instituted, or any action or proceeding is commenced or instituted by Project Co for any of the foregoing;
- (e) Project Co admits its inability to pay or fails to pay its debts generally as they become due, acknowledges its insolvency, makes an assignment in bankruptcy or makes any other assignment for the benefit of creditors, or files any proposal, notice of intention or petition or otherwise commences or consents to or acquiesces in the commencement of any proceeding seeking any reorganization, arrangement, compromise, composition, compounding, extension of time, moratorium or adjustment of liabilities of Project Co under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency, moratorium, reorganization or analogous law of any applicable jurisdiction, or consents to or acquiesces in the appointment in any manner of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator, provisional liquidator, agent for a secured creditor or other person with similar powers in respect of Project Co or in respect of all or a substantial portion of the property or assets of Project Co; or
- (f) Project Co suffers any event, or any event or set of circumstances occurs or comes about, analogous to any of the foregoing events or sets of circumstances set out in this definition, in any jurisdiction in which Project Co is incorporated, formed, domiciled or resident.

“Project Co Irrecoverable Losses” means:

- (a) any loss of revenue and loss of profits that might have been, or might be, obtained or received from a source other than the Project;
- (b) any loss of business opportunity or other loss of opportunity with respect to a source other than the Project; and
- (c) Consequential Losses suffered by:
 - (i) any Principal Contractor or Subcontractor (except to the extent expressly provided otherwise in the definition of Principal Contractor Breakage Costs);

- (ii) any Affiliate or former Affiliate of a Principal Contractor or Subcontractor (except any Affiliate or former Affiliate that is itself a Principal Contractor or Subcontractor at the time that any such Consequential Losses are suffered, in which event paragraph (c)(i) of this definition shall apply, and provided that this exception shall only apply to the extent that any Consequential Losses suffered are in such Affiliate's or former Affiliate's capacity as a Principal Contractor or Subcontractor);
- (iii) any Relevant Person (except any Relevant Person that is a Principal Contractor or Subcontractor at the time that any such Consequential Losses are suffered, in which event paragraph (c)(i) of this definition shall apply, and provided that this exception shall only apply to the extent that any Consequential Losses suffered are in such Relevant Person's capacity as a Principal Contractor or Subcontractor); and
- (iv) any third party (other than a person referred to in any of subsections (c)(i), (c)(ii) and (c)(iii) of this definition) for which Project Co, a Principal Contractor or a Subcontractor is, pursuant to a contractual commitment entered into by Project Co, a Principal Contractor or a Subcontractor with such third party, liable to indemnify such third party (in this definition, a "Project Co Contractual Commitment") where:
 - (A) the entering into by Project Co, Principal Contractor or Subcontractor of Project Co Contractual Commitment was avoidable with the exercise of reasonable diligence and foresight; or
 - (B) the nature, scope, extent and terms of the indemnification provisions contained in Project Co Contractual Commitment (including any liability of Project Co, Principal Contractor or Subcontractor in respect of Consequential Losses) were, at the time such Project Co Contractual Commitment was entered into, not on reasonable arm's length commercial terms or otherwise not in the ordinary course of business; or
 - (C) Project Co Contractual Commitment was entered into for a reason other than:
 - (1) the *bona fide* pursuit of completion of a Relevant Component;
 - (2) the performance of the Project Work; and
 - (3) the furtherance of Project Co's obligations in respect of the Project.

"Project Co Non-Excusable Event" means any of the following:

- (a) any wrongful act, wrongful omission, negligent act, negligent omission or wilful misconduct; or
- (b) any breach in the performance or observance of any of Project Co's obligations under this Agreement or any other Project Document,

of or by Project Co or any person for whom Project Co is in law responsible.

“**Project Control Survey**” has the meaning set out in Article 16.3(a) [Control Survey] of Schedule 4 [Design and Construction], Part 2.

“**Project Co Proposal**” means any of the following as initiated by Project Co:

- (a) a variation in the Design, quality or scope of the Project Infrastructure or the Project Work, or the Construction of the Project Infrastructure or any part thereof;
- (b) any other variation in the Design and Construction Requirements or this Agreement; or
- (c) any other matter which, by the terms of this Agreement, is stated to constitute a Project Co Proposal or in respect of which the provisions of Section 7.2 [Project Co Proposals] of this Agreement are stated to be applicable.

“**Project Co’s Art Representative**” has the meaning given in Article 10.16.1(c) of Schedule 4 [Design and Construction], Part 2.

“**Project Co’s Environmental Obligations**” has the meaning set out in Schedule 6 [Environmental Obligations].

“**Project Co’s Representative**” means the person appointed by Project Co pursuant to Section 3.1 [Project Co’s Representative] of Schedule 2, or such substitute as may be appointed by Project Co in accordance with Section 3.2 [Change of Project Co’s Representative] of Schedule 2.

“**Project Co Traffic Data**” means all information relating to Traffic:

- (a) in the Reports submitted by Project Co pursuant to Schedule 17 [Records and Reports]; and
- (b) obtained by the Province by direct interrogation of any measurement equipment provided by Project Co as part of the Project Work.

“**Project Co Truck**” means a Truck that is owned or operated by Project Co or any of Project Co's Principal Contractors, Subcontractors or suppliers

“**Project Documents**” means:

- (a) this Agreement;
- (b) the BCIB-Contractor Agreement;
- (c) when executed by the parties thereto in accordance with this Agreement, each BCIB-Subcontractor Agreement entered into by a Principal Contractor or Subcontractor in accordance with this Agreement;
- (d) the Lending Agreements including the Senior Lending Agreements and the Junior Lending Agreements;

- (e) the Lenders' Remedies Agreement;
- (f) the Principal Contracts;
- (g) the Collateral Agreements with the Principal Contractors;
- (h) the Proponent Agreement;
- (i) the Irrevocability Agreement;
- (j) the Escrow Agreement;
- (k) the Insurance Trust Agreement;
- (l) the Direct Agreement; and
- (m) when executed by the parties in accordance with this Agreement, the Independent Certifier Agreement; and
- (n) the Guarantees;

and all other documents executed and delivered by or on behalf of the parties pursuant to Section 2.17 [Execution and Delivery of Project Documents] of this Agreement and Schedule 24 [Closing Deliveries].

"Project Infrastructure" at any time means:

- (a) the Province Infrastructure at that time; and
- (b) the Municipal Infrastructure at that time.

"Project Intellectual Property" means all Intellectual Property, whether complete or not, and all Intellectual Property Rights therein, that is not Background IP or Third Party IP and which is created, brought into existence, acquired, licensed or used by Project Co, any Principal Contractor or any Subcontractor, directly or indirectly, for the Project Intellectual Property Purposes, including Work Product (as defined in the Proponent Agreement) and Design Data that is prepared by or on behalf of Project Co and/or any of Project Co's agents, employees, Principal Contractors or Subcontractors, but specifically excluding Records, Records Documentation, Province Provided Materials, Modifications to Province Provided Materials and Design Data provided or made available by or on behalf of the Province.

"Project Intellectual Property Purposes" means the purpose of designing or constructing the Project Infrastructure, or otherwise for the purposes of the Project Work or this Agreement.

"Project Lands" means the Designated Project Lands and the Supplementary Project Lands.

"Project Lands Drawings" means the drawings attached in digital form as Appendix C [Project Lands Drawings] to Schedule 8, as the same may be updated from time to time in accordance with this Agreement, including Schedule 8 [Lands].

"Project Marks" has the meaning given in Section 2.16(a) of this Agreement.

“**Project Requirements**” means all standards, specifications, procedures, design criteria, design and professional practice guidelines and other requirements applicable to the Project Work, including the Design, the Construction, and all other design activities and Construction activities, all as set out in this Agreement as at the Effective Date and as amended, supplemented or replaced from time to time after the Effective Date in accordance with this Agreement, and includes the Design and Construction Requirements.

“**Project Schedule**” means the schedule of the milestone dates for the Project Work set out in Appendix A [Project Schedule] to Schedule 3 as of the Effective Date, and as subsequently amended from time to time in accordance with Section 1.2 [Project Schedule] of Schedule 3.

“**Project Site**” at any time means any part of the Project Lands for which the Access Period is in effect as at that time.

“**Project Site Agreements**” means any and all agreements and instruments setting out terms and conditions on which Land Rights in any parcel of Province Lands that are less than a fee simple interest are at any time, on or after the Effective Date, held by the Province or BCTFA, including Land Rights described in Appendix A [Project Lands and Other Lands] to Schedule 8 and any amendments thereto.

“**Project Site Encumbrances**” means any and all Encumbrances from time to time charging, encumbering or affecting any lands comprising part of the Project Site on or after the Financial Submittal Date, and any amendments to the Project Site thereto, and including:

- (a) any such Encumbrances described in Appendix A [Project Lands and Other Lands] or Appendix B [Project Site Encumbrances] to Schedule 8;
- (b) any such Encumbrances disclosed in the Disclosed Data;
- (c) any such Encumbrances registered in the Land Title Office against title to any lands comprising part of the Project Site;
- (d) any permit issued in replacement for a statutory right of way registered in the Land Title Office against title to any Province Lands that is cancelled on cancellation of a certificate of title in the Land Title Office for any parcel of Province Lands; and
- (e) any such Encumbrance that is a permitted Encumbrance (howsoever described) under or in respect of any agreement or instrument pursuant to which Land Rights in any part of the Project Site are, at any time, on or after the Financial Submittal Date, held by the Province or BCTFA.

“**Project Site Work Subcontracts**” has the meaning given in Section 16.9A(a) of this Agreement.

“**Project Warranties**” means the warranties made for, or required to be made for, the benefit of the Province and BCTFA under Schedule 5 [Project Work Defects and Warranties];

“**Project Work**” means all work and activities of or required of Project Co (and/or any of Project Co’s employees, Principals Contractors and Subcontractors) in connection with the performance of any obligations of Project Co under this Agreement, and the conduct of all work and operations of Project Co (and/or any of Project Co’s employees, Principals Contractors and Subcontractors) on or in relation to the

Project, the Project Site and the Project Infrastructure, including the Design, the Construction and the Reinstatement Work.

“**Project Work Defect**” has the meaning given in Section 1.2 [Project Work Defects] of Schedule 5.

“**Property Damage Insurance Proceeds**” has the meaning given in Section 6.18(b) of this Agreement.

“**Proponent Agreement**” means the proponent agreement entered into as of June 21, 2019 among the Province, Acciona Infrastructure Canada Inc. and Ghella Canada Ltd., as amended, supplemented or replaced from time to time.

“**Proposal**” means:

- (a) the technical submittal dated January 31, 2020; and
- (b) the financial submittal dated the Financial Submittal Date,

each submitted by the Preferred Proponent (as defined in the Request for Proposals) to the Province in response to the Request for Proposals, together with all amendments and supplements to such technical proposal and financial proposal.

“**Proposal Extracts**” means the extracts from the Proposal attached as Schedule 12 [Proposal Extracts].

“**Protest Action**” means any civil disobedience, protest action, riot, civil commotion, blockade or embargo, including any action taken or threatened to be taken, by any person or persons protesting or demonstrating against the carrying out of any part of the Project (including the construction of the Project Infrastructure) or against the construction or operation of rail transit systems in general, occurring after the Effective Date, but excluding any Labour Dispute or any other strike, lockout, industrial relations dispute or job action by, of or against workers carrying out any part of the Project Work.

“**Prospective Bidder**” has the meaning given in Section 15.6(c) of this Agreement.

“**ProTrans**” means the railway company that, on behalf of IntransitBC, maintains and operates the Canada Line.

“**Province**” means the Province of British Columbia.

“**Province Change**” means any of the following as initiated by the Province:

- (a) a variation in the design, quality or scope of the Primary Infrastructure Components or the Project Work, or in the Construction of the Primary Infrastructure Components or any part thereof;
- (b) any other variation in the Project Requirements or this Agreement; or
- (c) any other matter which, by the terms of this Agreement, is stated to constitute an Province Change or in respect of which the provisions of Section 7.1 [Province Changes] of this Agreement are stated to be applicable.

“**Province Default**” has the meaning given in Section 13.1 [Province Default].

“**Province Default Termination Sum**” has the meaning given in Section 1.2 [Calculation of Province Default Termination Sum] of Schedule 13.

“**Province Facilities**” at any time means the Province Lands and the Province Infrastructure at that time.

“**Province Indemnified Persons**” means:

- (a) the Province’s Representative in its capacity as such under this Agreement;
- (b) BCFTA;
- (c) TransLink;
- (d) TI Corp;
- (e) Partnerships BC;
- (f) any agent or professional advisor (including legal and financial advisors) of the Province, BCTFA or TransLink (excluding Project Co and any person for whom Project Co is in law responsible); and
- (g) any minister, elected representative, official, director, officer or employee of the Province, BCTFA or TransLink or of any person falling within subsection (d) of this definition.

“**Province Infrastructure**” means all Infrastructure, structures (including Structures), equipment (including Equipment), systems, fixtures, facilities and other property (excluding Utilities of Utility Suppliers) constituting part of the Broadway Subway Project situated in, on, under, over or in the vicinity of any part of the Project Site or otherwise used or intended to be used in association with the Operational Millennium Line (including any and all buildings, improvements, structures, works, apparatus, appliances, controls, facilities for electric lights, heat, communication, powers systems, conduits, pipes, ducts, lines, mains, antenna, footings, pillars, columns, pilings, foundations, cables, anchors, tracks, platforms, Station access and parking facilities, Vehicle maintenance, storage and operations facilities, signs, fences, retaining walls, pipes, wires, machinery, equipment, and apparatus for telephones, electric lights, heat and power and anything else constituting part of the Broadway Subway Project required, built, constructed, erected or installed by or on behalf of the Province in, on, under, over or in the vicinity of any part of the Project Site), whether or not such infrastructure, structures, equipment, systems, fixtures, facilities and property has at such time been, and whether or not it is required under the terms of this Agreement at any time to be, constructed, installed, altered, upgraded and augmented by the carrying out of the Project Work.

“**Province Irrecoverable Losses**” means:

- (a) any loss of revenue and loss of profits that might have been, or might be, obtained or received by the Province, BCTFA TransLink or TI Corp from the Project or a source other than the Project, including loss of revenue from the Province Facilities;
- (b) any loss of business opportunity or other loss of opportunity suffered by the Province, BCTFA, TransLink or TI Corp with respect to a source other than the Project; and

- (c) Consequential Losses suffered by a third party, for which the Province or BCTFA is, pursuant to a contractual commitment entered into by the Province or BCTFA with such third party, liable to indemnify such third party (in this definition, an “**Province Contractual Commitment**”) where:
- (i) the entering into by the Province or BCTFA of the Province Contractual Commitment and the nature, scope, extent and terms of the indemnification provisions contained therein (including any liability of the Province in respect of Consequential Losses) were, at the time such Province Contractual Commitment was entered into, inconsistent with Past Practice, or otherwise outside the normal course of the customary activities of the Province or BCTFA, and unreasonable having regard to all relevant circumstances at the time; and
 - (ii) neither the Province nor BCTFA did any of the following:
 - (A) disclosed the Province Contractual Commitment in the Data Room on or before the Financial Submittal Date; or
 - (B) consulted with Project Co or Project Co’s Representative prior to entering into the Province Contractual Commitment in the case of an Province Contractual Commitment entered into after the Financial Submittal Date; or
 - (C) consulted with any Affiliate, agent or representative of Project Co prior to entering into the Province Contractual Commitment in the case of an Province Contractual Commitment entered into prior to the Financial Submittal Date; and
 - (iii) the Province Contractual Commitment was entered into for reasons other than the *bona fide* pursuit of:
 - (A) delivery and/or completion of the Project or any component of the Project;
 - (B) performance and/or completion of the Project Work or any of the Project Infrastructure; or
 - (C) furtherance of Project Co’s obligations in respect of the Project; and
 - (iv) “**Past Practice**” refers to the customary practice of the Province or BCTFA at the time a Province Contractual Commitment is entered into, with respect to the nature, scope, extent and terms of indemnification provisions (including any liability of the Province or BCTFA in respect of Consequential Losses) contained in contractual arrangements entered into by the Province or BCTFA with arm’s length third parties, having regard to the nature of the Province Contractual Commitment and all relevant circumstances at the time any such Province Contractual Commitment was entered into.

“**Province Lands**” means the lands under the ownership or control of the Province at any time comprised within the Project Site.

“**Province Non-Excusable Event**” means any of the following:

- (a) any wrongful act, wrongful omission, negligent act, negligent omission or wilful misconduct; or
- (b) any breach in the performance or observance of any of the Province’s obligations under this Agreement or any other Province Project Document,

of or by the Province or any person for whom the Province is in law responsible.

“**Province Payments**” means, collectively, the payments paid or payable by the Province to Project Co pursuant to Part 1 [Payment Obligations of Province] of Schedule 10.

“**Province Permits**” means the Operating Permit.

“**Province Project Documents**” means this Agreement, the Lenders’ Remedies Agreement, the Collateral Agreements, the Proponent Agreement, the Irrevocability Agreement, the Escrow Agreement, the Direct Agreement, the Insurance Trust Agreement and, when executed and delivered in accordance with this Agreement, the Independent Certifier Agreement.

“**Province Provided Materials**” means any materials, documents, data (including Design Data provided or made available by or on behalf of the Province and the Disclosed Data) or other information, and any Intellectual Property Rights therein, provided by the Province or its representatives or any other person on behalf of the Province to or for the benefit of Project Co or its representatives or to any Principal Contractor or Subcontractor or its respective representatives or any Proponent Team Member of the Preferred Proponent (as both such terms are defined in the Request for Proposals) for the Project Intellectual Property Purposes.

“**Province’s Art Lead**” has the meaning given in Article 10.16.1(b) of Schedule 4 [Design and Construction], Part 2.

“**Province’s Representative**” means Lisa Gow, Executive Project Director, or such substitute as may be appointed by the Province pursuant to Section 1.2 [Change of Province’s Representative] of Schedule 2.

“**Province Standards**” means all standards and specifications referred to or identified in Schedule 4 [Design and Construction] or elsewhere in this Agreement, including the Reference Documents, issued or adopted by the Province as applicable specifically to the Project Work or to all or any parts or components of the Project Infrastructure and the Project Site, in each case as at the Effective Date or as subsequently amended or revised after the Effective Date.

“**Provincial Ombudsman**” has the meaning given in Section 18.2(b) of this Agreement.

“**Provisioning Conference**” has the meaning given in Article 3.6.2(c) [Spare Parts Lists, Spare Parts Plan and Provisioning Conference] of Schedule 4 [Design and Construction], Part 3.

“**PRP Facilitator**” has the meaning given in Article 5.2.2(f) of Schedule 4 [Design and Construction], Part 2.

“**PST**” means the sales tax that is imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), and any successor or replacement tax therefor.

“**Public Utilities**” means Utilities owned by the City, MVRD or other Governmental Authority (but, for certainty, Utilities owned by BC Hydro shall not be Public Utilities for the purposes of this Agreement).

“**Public Art Committee**” has the meaning given in Article 10.16.1(a) of Schedule 4 [Design and Construction], Part 2.

“**Qualified Coordinator**” has the meaning given in Section 4.12(c)(i) of this Agreement.

“**Qualified Environmental Professional**” means a person who is registered in good standing with a professional organization enabled under a Law of an appropriate field such as biology, ecology, geography, engineering, or natural resources management, and is required to follow a code of ethics issued by that professional organization.

“**Qualified Governmental Entity**” means any of the following:

- (a) the Province or any ministry or department of the Province;
- (b) any person having the legal capacity, power and authority to become a party to and to perform the obligations of the Province or BCTFA, as the case may be, under this Agreement and the other Province Project Documents, the duties, obligations and liabilities of which are guaranteed and supported by the Province or any ministry or department of the Province;
- (c) the Federal Government provided it has the legal capacity, power and authority to become a party to and to perform the obligations of the Province or BCTFA, as the case may be, under this Agreement and the other Province Project Documents; and
- (d) any person having the legal capacity, power and authority to become a party to and to perform the obligations of the Province and BCTFA, as the case may be, under this Agreement and the other Province Project Documents, the duties, obligations and liabilities of which are guaranteed by the Federal Government or any ministry or department of the Federal Government.

“**Qualified Insurer**” means a reputable and duly qualified insurer of good standing in the worldwide insurance market, licensed to transact insurance business in Canada, rated A.M. Best A- or better or Standard & Poors Ratings Services, a division of the McGraw-Hill Companies, Inc. (in this definition, “**Standard & Poors**”) A or better, provided that:

- (a) if a rating from A.M. Best Company or Standard & Poors is not available, or if A.M. Best Company or Standard & Poors ceases to provide ratings for insurance companies, then having a rating equivalent to or better than the A.M. Best A- rating or the Standard & Poors A rating as at the Effective Date, from another rating agency of equivalent calibre that provides ratings of equivalent quality, all as agreed upon by the parties or, failing such agreement, as determined by the Dispute Resolution Procedure; or
- (b) if A.M. Best Company changes its A- rating or Standard & Poors changes its A rating, then having a rating equivalent to or better than the A.M. Best A- rating or the Standard & Poors A rating as at the Effective Date, from A.M. Best Company or Standard & Poors or another rating

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agency of equivalent calibre that provides ratings of equivalent quality, all as agreed upon by the parties or, failing such agreement, as determined by the Dispute Resolution Procedure.

“**Qualifying Bank**” means any of the following, provided it is not a Restricted Person, and provided none of its Affiliates is a Restricted Person for any reason other than by reason of paragraph (d) of the definition of Restricted Person of this Schedule:

- (a) a bank listed in Schedule I, II or III of the *Bank Act* (Canada);
- (b) a Canadian trust company, insurance company, investment company, pension fund or other institution which, in any such case, manages at least \$500 million in securities, including entities wholly owned by any of the foregoing;
- (c) a bank regulated by the Board of Governors of the Federal Reserve System of the United States, U.S. bank, saving and loan institution, insurance company, investment company, employee benefit plan or other institution that, in any such case, manages at least \$500 million in securities and would be a “qualified institutional buyer” under U.S. securities legislation, including entities wholly owned by any of the foregoing;
- (d) an institution which is recognized or permitted under the law of any member state of the European Economic Area (in this definition, the “**EEA**”) to carry on the business of a credit institution pursuant to Council Directive 2000/12/EC relating to the taking up and pursuit of the business of credit institutions or is otherwise permitted to accept deposits in the United Kingdom or any other EEA member state and which manages at least \$500 million in securities, or has assets of at least \$500 million, including entities wholly owned by any such institution;
- (e) an institution which is recognized or permitted under the law of any member state of the Organization for Economic Cooperation and Development (in this definition, the “**OECD**”) to carry on within the OECD member states the business of a credit institution, insurance company, investment company or pension fund and which manages at least \$500 million in securities, or has assets of at least \$500 million, including entities wholly owned by any such institution; or
- (f) any other institution consented to in writing by the Province as a “Qualifying Bank”.

“**Qualifying Bank Transaction**” means:

- (a) the disposition by a Senior Lender of any of its rights or interests in the Senior Lending Agreements to a Qualifying Bank;
- (b) the grant by a Senior Lender to a Qualifying Bank of any rights of participation in respect of the Senior Lending Agreements; or
- (c) the grant by a Senior Lender to a Qualifying Bank of any other form of benefit or interest in either the Senior Lending Agreements or the revenues or assets of Project Co, whether by way of security or otherwise;

provided that after any such transaction all the Senior Lenders including any such Qualifying Banks are legally bound by the obligations of the “Agent” and the “Senior Lenders” under the Lenders’ Remedies Agreement.

“**Quality Audit**” means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.

“**Quality Audit Program**” means Project Co’s audit program defining the Internal Quality Audits and External Quality Audits that Project Co shall perform or cause to be performed on its own processes and the processes of its Principal Contractors and Subcontractors.

“**Quality Director**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 2.1 of Schedule 7 [Quality Management].

“**Quality Documentation**” means all documentation required in accordance with Schedule 7 [Quality Management] which together constitutes and describes the Quality Management System, including the Quality Manual, Quality Management Plans, Work Method Statements and Quality Audit Program.

“**Quality Management Plan**” means each detailed quality management plan of Project Co detailing which procedures and associated resources shall be applied by whom and when for each aspect of the Project Work required in accordance with this Agreement, including the Design Quality Management Plan, the Construction Quality Management Plan, the Traffic Quality Management Plan, the Environmental Quality Management Plan and the Communications, Community Relations and Business Relations Quality Management Plan.

“**Quality Management System**” means Project Co’s management system that establishes the organizational structure, procedures, processes, systems, management plans and resources for determining and achieving the Quality Policy in the performance of the Project Work in accordance with this Agreement.

“**Quality Manual**” means Project Co’s quality manual meeting the requirements set out in Appendix A [Quality Manual] to Schedule 7 and:

- (a) outlining the Quality Management System for all aspects of the Project Work, and for the complete organization (including Project Co and its Principal Contractors and Subcontractors) involved in performing the Project Work;
- (b) establishing Quality Policy and Quality Objectives; and
- (c) outlining the means by which Project Co shall establish, implement, control and continually improve processes to achieve that Quality Policy and those Quality Objectives.

“**Quality Objectives**” means the objectives related to quality that are measurable and consistent with the Quality Policy and which are to be formally expressed and recorded in the Quality Manual in accordance with Schedule 7 [Quality Management], provided that, alternatively, each Quality Management Plan may have its own Quality Objectives which are directly related to applicable Quality Policy expressed or recorded in the Quality Manual.

“**Quality Policy**” means the overall intentions and direction of Project Co related to quality applicable to the overall organization (including Project Co and its Principal Contractors and Subcontractors) involved in performing the Project Work which are to be formally expressed and recorded in the Quality Manual in

accordance with Schedule 7 [Quality Management], provided that, alternatively, each Quality Management Plan may have its own Quality Policies which are directly related to applicable Quality Objectives expressed or recorded in the Quality Manual.

“**Quality Records**” has the meaning given in Section 5.8 [Quality Records] of Schedule 7.

“**Quiet Zone**” means any lands which are used for residential, public or institutional use (excluding parks, playgrounds and community recreation facilities), and includes community care facilities.

“**Railway Construction/Entry Permits**” means all consents, approvals, permissions and agreements, and amendments thereto, required to be obtained from a Railway pursuant to a Railway Agreement, a Railway Order or applicable Laws, for the carrying out of Project Work on Railway Lands, but does not include any Railway Crossing Agreements or Railway Orders.

“**Railway Crossing Agreement**” means any agreement (and amendments thereto) entered into by the Province and/or BCTFA with a Railway allowing or providing for:

- (a) Infrastructure comprising or to comprise Project Infrastructure to be located upon and across Railway Lands; and
- (b) the construction, maintenance and use of such Infrastructure upon and across such land and/or improvements,

and includes any such agreement described or referred to in Appendix A [Project Lands and Other Lands] to Schedule 8 in respect of any Railway Lands described therein.

“**Railway Lands**” means Project Lands, and improvements thereon, that are owned or held by or under the control of a Railway.

“**Railway Order**” means an order of the Canadian Transportation Agency (or its predecessor the National Transportation Agency) or a certificate or order issued pursuant to the *Railway Act* (British Columbia) and/or the *Railway Safety Act* (British Columbia):

- (a) granted or issued in favour of the Province and/or BCTFA allowing or providing for:
 - (i) Infrastructure comprising or to comprise Project Infrastructure to be located upon and across Railway Lands; and
 - (ii) the construction, maintenance and use of such Infrastructure upon and across such land and/or improvements; or
- (b) for the carrying out of Project Work on Railway Lands, excluding any such order contemplated by subsection (a) of this definition,

and amendments thereto, and includes any such order and any certificate or order issued pursuant to the *Railway Act* (British Columbia) and/or the *Railway Safety Act* (British Columbia) described or referred to in the column entitled “Land Rights if other than a Fee Simple Interest or Highway” in Table A-1 in Appendix A [Project Lands and Other Lands] to Schedule 8 in respect of any Railway Lands described therein.

“**Railways**” means BNSF and any other railways regulated under federal or provincial laws, as applicable, and “**Railway**” means any one of them.

“**Recognized Product List**” means the latest edition of the document named “Recognized Products List” published by the Ministry of Transportation and Infrastructure as at the Financial Submittal Date.

“**Records**” has the meaning given in Section 1.1 [Project Co Records] of Schedule 17 and includes Records Documentation and Quality Records.

“**Records Documentation**” means all stand-alone documents of any kind, including records, plans and drawings, including installation drawings and cable schedules, delivered to the Province in accordance with the process set out in Article 3.2.1 [Records Documentation], Part 3 of Schedule 4, as applied for construction purposes and as modified during construction, so as to constitute a complete and accurate record of the as built features of the Project Work.

“**Records Management Protocol**” means the protocol developed by Project Co pursuant to Section 1.3 [Records Management Protocol] of Schedule 17.

“**Recoverable Expenditures**” means any of the following expenditures incurred, directly or indirectly, by Project Co:

- (a) Design and engineering costs;
- (b) Construction labour and materials costs;
- (c) equipment costs, based on current equipment rates set out in the Blue Book;
- (d) Recoverable Senior Debt Service Amounts; and
- (e) costs of Permits,

all without addition of any mark-ups.

“**Recoverable Senior Debt Service Amount**” means, for any day during a Delay Period where Section 8.4(c)(ii) of this Agreement applies, the amount paid or payable as interest by Project Co to the Senior Lenders under the Senior Lending Agreements in respect of the outstanding principal amount of Permitted Borrowing, determined by multiplying the outstanding principal amount under the Senior Revolving Credit Facility as of such date by the No Default Interest Rate, converted to a daily rate and the commitment fee payable in respect of the portion of the Senior Credit Facilities committed but not yet drawn and reasonably determined by Project Co to be required to continue to be available to fund project costs).

“**Reference Concept**” means the Reference Concept(s) as provided in the Data Room.

“**Reference Documents**” means the references, codes, criteria, standards, specifications, guidelines, policies, reports, publications, manuals, bulletins and other such documents listed in this Agreement (including those in Appendix A [Reference Documents] to this Schedule, which are listed for

convenience only), each as amended, supplemented or replaced from time to time in accordance with Section 1.3(b) of this Schedule.

“**Reference Future Train**” means a train having the characteristics described in Articles 15.2(d) through 15.2(g) of Article 15 [Vehicles] in Part 2 of Schedule 4 [Design and Construction].

“**Registered Professional of Record**” has the meaning set out in Appendix E [Construction Approval Process] of Schedule 4.

“**Regular Passenger Service**” means the operation of the Broadway Subway Project, integrated with the Existing SkyTrain System, in regular all-day service, available to the general public at regular transit fares.

“**Regulated Utilities**” means Utilities which are owned or operated by a Regulated Utility Supplier.

“**Regulated Utility Supplier**” means a Utility Supplier of a regulated transmission, distribution or telecommunications Utility identified as such in Attachment A to Article 8 [Utilities], Part 2 of Schedule 4.

“**Reinstatement Funds Deficiency**” has the meaning given in Section 8.7(a)(i) of this Agreement.

“**Reinstatement Plan**” has the meaning given in Section 6.16 [Reinstatement Plan] of this Agreement.

“**Reinstatement Work**” has the meaning given in Section 6.15 [Restoration and Reinstatement of Damage or Destruction] of this Agreement.

“**Reject**” means an action (including recycling or destroying) to remove a detected Nonconformity from the Project Work or discontinue its use.

“**Release**” includes any spill, leak, deposit, pumping, pouring, emission, emptying, discharging, injecting, escape, leaching, migration, disposal, dumping or other form of release of a Hazardous Substance, or permitting of any of the foregoing.

“**Relevant Authority**” means any entity whose authority is or may be required for the carrying out of all or any part of the Project Work or which has any authority or right in respect of the Project, the Project Infrastructure, the Project Site or any part thereof under any Laws and includes Governmental Authorities.

“**Relevant Completion Percentage**” has the meaning given in Section 2.1(b) of Schedule 10 [Payment and Performance Mechanism].

“**Relevant Payment Period**” has the meaning given in Form 10A [Draw Request] of Appendix E [Forms], Schedule 10 [Payment and Performance Mechanism].

“**Relevant Persons**” means:

- (a) the shareholders of Project Co;
- (b) persons who formerly were shareholders of Project Co;

- (c) the holders of Junior Debt;
- (d) persons who formerly were holders of Junior Debt;
- (e) the lenders under Junior Lending Agreements;
- (f) persons who formerly were lenders under Junior Lending Agreements;
- (g) Affiliates of Project Co or of any person described in any of paragraphs (a) to (f) inclusive of this definition; and
- (h) persons who formerly were Affiliates of Project Co or of any person described in any of paragraphs (a) to (f) inclusive of this definition.

“Relevant Property” means any property that is not within the boundary of the Project Lands or the Other Lands that is affected:

- (a) by any Existing Contamination or Subsequent Contamination in, on, under or over any Designated Project Lands; or
- (b) by any migration or leaching of Existing Contamination or Subsequent Contamination from any Designated Project Lands.

“Relevant Third Party” means:

- (a) any person having a legal interest in any Relevant Property who suffers damage, injury or other harm caused by:
 - (i) Existing Contamination or Subsequent Contamination in, on, under or over any Designated Project Lands; or
 - (ii) migration or leaching of any Existing Contamination or Subsequent Contamination into or onto the Relevant Property from any Designated Project Lands;
- (b) any person who suffers damage, injury or other harm caused by any Existing Contamination or Subsequent Contamination in, on or under any Relevant Property from time to time to the extent such Existing Contamination or Subsequent Contamination constitutes Existing Contamination or Subsequent Contamination which has migrated or leached into or onto the Relevant Property from any Designated Project Lands.

and **“Relevant Third Party”** includes the Province and BCTFA to the extent it has a legal interest in any Relevant Property.

“Relief Event” means any of the following events or circumstances:

- (a) receipt by Project Co of an order or direction by Police or fire, ambulance or other emergency services or other Relevant Authorities, provided such order or direction does not result from the occurrence of another Supervening Event;

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- (b) the inability of Project Co to obtain a required Permit, other than the ATPC and OAC, or a required renewal or extension thereof due to any unreasonable delay by a Relevant Authority, provided that Project Co has made all reasonable efforts to obtain such Permit, renewal or extension, including making complete and timely application and, to the extent reasonably practicable, making modifications to the applicable design and/or construction methods;
- (c) fire, explosion, lightning, storm or Flood affecting the Project Site or the Project Infrastructure, other than a fire or explosion constituting a Compensation Event;
- (d) subject to Section 8.15 [Allocation of Risks of COVID-19 Related Health Event] of this Agreement, a COVID-19 Related Health Event;
- (e) a Labour Dispute;
- (f) blockade or embargo falling short of a Protest Action or a Force Majeure Event;
- (g) the circumstances specified in Article 2.1.3 [Construction Approval Process (CAP) for Fire and Life Safety] of Part 3 Schedule 4;;
- (h) a failure by MVRD to comply with its obligations under the Accommodation Agreement, where such compliance is necessary in connection with the performance of the Project Work and where Project Co has made all reasonable efforts to cause MVRD to comply;
- (i) a failure by the City to comply with its obligations under the Municipal Agreement where such compliance is necessary in connection with the performance of the Project Work and where Project Co has made all reasonable efforts to cause the City to so comply;
- (j) the discovery of any Undisclosed Utilities;
- (k) any “Unavoidable Event” as defined in the ATC Supply Contract (excluding any event referred to in paragraph (d) of the definition of “Unavoidable Event” in the ATC Supply Contract, unless such event results from a failure by BC Hydro to supply power), which is not (other than by virtue of this paragraph (k)) a Supervening Event, which delays performance by Thales with or causes non-compliance by Thales with, any obligations of Thales under the ATC Supply Contract;
- (l) any delay in the issuance of the Certificate of Substantial Completion Certificate solely attributable to the failure of Thales to achieve Substantial Completion of the ATC Work as defined in, and in accordance with, the ATC Supply Contract; and
- (m) the circumstances specified in Section 3.4(b) (Access to Project Lands) of Schedule 8 [Lands].

“**Repair**” means an action that makes a detected Nonconformity acceptable for its intended purpose.

“**Repeat Nonconformity**” has the meaning given in Section 8.4(c)(ii) of Schedule 10 [Payment and Performance Mechanism].

“**Replacement Financing Letter of Credit**” has the meaning given in Section 2.20(b) of this Agreement

“**Reports**” has the meaning given in Section 2.1 [Required Reports] of Schedule 17.

“**Request for Proposals**” means the request for proposals in respect of the Project issued by the Province on June 25, 2019, together with all amendments, supplements and addenda thereto.

“**Request for Qualifications**” means the Request for Qualifications in respect of the Project issued by the Province on February 15, 2019, together with all amendments, supplements and addenda thereto.

“**Required Insurance**” means the insurance required to be taken out, maintained in force, paid for and renewed by Project Co in accordance with the provisions of Part 6 [Insurance, Damage and Destruction] and Schedule 15 [Insurance Requirements].

“**Required Province Change**” means a Province Change contemplated in any of the following:

- (a) Section 7.2(b);
- (b) Section 1.3(b)(i) of this Schedule;
- (c) Section 1.3(d) of this Schedule;
- (d) Section 4.4(b) of Schedule 8 [Lands];
- (e) Section 2.1 of Schedule 21 [Community Benefits Requirements]; and
- (f) Section 2.2 of Schedule 22 [Indigenous Requirements].

“**Requirements of Interested Parties**” means the requirements of Interested Parties which are legally enforceable against any or all of the Province, BCTFA and Project Co, whether established pursuant to Laws, the provisions of this Agreement or otherwise:

- (a) as disclosed or described in the Disclosed Data; or
- (b) which, as of the Financial Submittal Date, Project Co otherwise had knowledge of, could have discovered through the exercise of reasonable due diligence, or could reasonably have been anticipated from an analysis of all relevant information available to Project Co (including the Disclosed Data) as at the Financial Submittal Date, having regard to the opportunity afforded Project Co to conduct such due diligence and analysis before the Financial Submittal Date.

“**Requirements Specification Process**” means the process set out in Section 1.6.1 [Requirements Specification Process] of Schedule 4 [Design and Construction], Appendix G [Systems General Requirements].

“**Restricted Person**” means any person who, or any member of a group of persons acting together, any one of which:

- (a) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada for reasons other than its trade or economic policies;

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- (b) has as any part of its business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in the promotion, support or carrying out of terrorism;
- (c) in the case of an individual, he or she (or, in the case of a legal entity, any of the members of its board of directors or its senior executive) has been sentenced to imprisonment or otherwise given a custodial sentence, other than a suspended sentence, for any criminal offence, other than minor traffic offences, less than five years prior to the date at which the determination of whether the individual falls within this definition is being made;
- (d) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (e) is subject to a claim of the Province or any Governmental Authority under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made and which (in respect of any such pending claim, if it were to be successful) would, in the view of the Province, in either case, be reasonably likely to materially affect the performance by Project Co of its obligations under this Agreement; or
- (f) has been convicted of an offence under the *Competition Act* (Canada), the *Corruption of Foreign Public Officials Act* (Canada), the *Financial Administration Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), or has been convicted of the commission of a money laundering offence or a terrorist activity financing offence or a fraud or similar offence under the *Criminal Code* (Canada).

“**Retail Kiosks**” has the meaning given to it in Article 10 of Schedule 4 [Design and Construction], Part 2.

“**Reverberation Time**” means, in relation to any noise, the time, in seconds, that it takes the sound level of such noise to decay by 60 dBA after the source of the noise is discontinued.

“**Review Procedure**” means the procedure defined in Section 2.1(a) [Review Procedure] of Schedule 2 whereby submissions for review are made by Project Co to the Province’s Representative.

“**Rework**” means an action that makes a detected Nonconformity conform to the Project Requirements.

“**Roadway Drop-Off**” means an abrupt and unexpected change in the longitudinal or transverse elevation of a roadway travel surface

“**Route**” means a specific combination of switch points which defines the possible movement of a Train along the Guideway.

“**Run**” means a timetabled Line, with start and stop times, and is made up of a series of nominal SMC Dwells at individual platforms; a series of departure times at each platform stop; the Line assignment and Train length.

“**Safety Requirements**” means the technical requirements which relate primarily to safety issues.

“**Satellite Settlement Monitoring System**” means an advanced tool for measuring and monitoring surface ground movements over time with the use of satellites, commonly known as InSAR (Interferometric Synthetic Aperture Radar).

“**SBR Applicable Work**” means, if there is a Bored Tunnel, construction of the Bored Tunnel and any portion of the Cross Passages or Crossover Box that is constructed by mining.

“**Scope Split Matrix**” means the allocation of responsibilities between Project Co and Thales as set out in Appendix A to the ATC Technical Requirements.

“**Secondary Control Survey**” has the meaning set out in Article 16.4(c) [Horizontal Control] of Schedule 4 [Design and Construction], Part 2.

“**Seismic Design Strategy Memorandum**” or “**SDSM**” has the meaning given in Article 5.5 of Schedule 4 [Design and Construction], Part 2.

“**Seismic Event**” means an earthquake and includes snowslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock, but does not include Flood. More than one earthquake shock occurring within any 168 consecutive hours shall be deemed a single earthquake.

“**Seismic Performance Level**” means, as applicable, one or more of the seismic performance levels described in Article 5.3.2 [Required Seismic Performance Levels] of Schedule 4 [Design and Construction], Part 2.

“**Senior Credit Facilities**” means the Initial Senior Credit Facilities and any other credit facilities provided for in Senior Lending Agreements but, for greater clarity, does not include any Junior Credit Facilities and does not include any equity bridge financing.

“**Senior Debt**” means:

- (a) the principal amount of all amounts advanced from time to time by the Senior Lenders under the Senior Credit Facilities pursuant to and in accordance with the Senior Lending Agreements, to the extent such principal amounts remain outstanding and unpaid to the Senior Lenders;
- (b) all interest owing from time to time to the Senior Lenders under the Senior Lending Agreements in respect of the principal amounts referred to in paragraph (a) of this definition; and
- (c) all commitment fees, standby fees and other fees, and all costs and expenses, and any other amounts, owing from time to time to the Senior Lenders under the Senior Lending Agreements or in respect of the amounts referred to in paragraphs (a) and (b) of this definition.

“**Senior Debt Service Costs**” means interest and debt service costs incurred in respect of the Senior Lending Agreements less:

- (d) sums that are in arrears; and

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- (e) all sums reserved by Project Co or for which reserves are established under the Senior Lending Agreements, that Project Co is entitled to use to make payment of such interest and debt service costs without breaching the Senior Lending Agreements.

“**Senior Debt Termination Amount**” means, subject to Section 5.7 [Changes Not to Increase Province’s Liability], the aggregate, without duplication, of:

- (a) all Senior Debt owing at the Termination Date (including interest and Default Interest accrued as at that date) (exclusive of amounts referred to in paragraph (b) of this definition) by Project Co to the Senior Lenders under the Senior Lending Agreements in respect of Permitted Borrowing (excluding any such amounts that are in respect of Additional Permitted Borrowing), together with per diem interest on so much thereof as is due and payable from time to time under the Senior Lending Agreements, at the No Default Interest Rate, calculated from the Termination Date until 60 Business Days after the Termination Date or such earlier date as the Province pays to Project Co the undisputed portion of the Province Default Termination Sum or the Non-Default Termination Sum, whichever is applicable; and
- (b) all amounts (including Hedge Termination Amounts, Make Whole Payments and other breakage costs, but excluding premiums and prepayment charges, fees or penalties under any debt financing or on early redemption of bonds, notes or other evidence of indebtedness (provided that, for greater certainty, such exclusion shall not apply to any such Make Whole Payments)) payable by Project Co to the Senior Lenders as a result of a prepayment under the Senior Lending Agreements of Senior Debt owing in respect of Permitted Borrowing (excluding any such amounts that are in respect of Additional Permitted Borrowing), or as a result of early termination of Hedging Agreements, caused by early termination of this Agreement, subject to Project Co and the Senior Lenders mitigating all such amounts to the extent reasonably possible;

LESS, to the extent it is a positive amount, the aggregate of (without double-counting in relation to the calculation of the Senior Debt Termination Amount or the amounts below):

- (c) all credit balances on any bank accounts held by or on behalf of Project Co on the Termination Date;
- (d) any amounts recoverable on or after the Termination Date in respect of Contingent Funding Liabilities;
- (e) all amounts, including Hedge Termination Amounts and other breakage costs payable by the Senior Lenders to Project Co as a result of prepayment under the Senior Lending Agreements of Senior Debt owing in respect of Permitted Borrowing, or as a result of earlier termination of Hedging Agreements, caused by early termination of this Agreement; and
- (f) all other amounts received by the Senior Lenders, the Agent or any security trustee or agent of the Senior Lenders, on or after the Termination Date and before the last date on which any compensation is payable by the Province to Project Co, as a result of enforcing any other rights or security the Senior Lenders may have under the Senior Lending Agreements in respect of Senior Debt (net of the reasonable and proper costs incurred in such enforcement).

The parties acknowledge that the Hedging Agreements in effect on the Termination Date might not be terminated until the date of payment by the Province of the undisputed portion of the Province Default

Termination Sum or the Non-Default Termination Sum, whichever is applicable, and agree that any net payments or net receipts under any Hedging Agreements in the period from the Termination Date to and including the date of such payment shall be taken into account as part of and in the calculation of the Hedge Termination Amounts.

“**Senior Governmental Authority**” means:

- (a) the Province;
- (b) the Federal Government;
- (c) any other provincial or territorial government in Canada; and
- (d) any organization, commission, board, tribunal, regulatory, administrative or other agency department or branch of any of the foregoing, including the Provincial Health Officer (British Columbia) and the Workers’ Compensation Board.

“**Senior Lenders**” means all or any of the persons who provide or arrange credit or hedging facilities in respect of the Project or the Project Work under the Senior Lending Agreements.

“**Senior Lending Agreements**” means the Initial Senior Lending Agreements (including any Initial Hedging Agreements relating to Senior Debt) as supplemented, amended or replaced from time to time in accordance with this Agreement, and any other Hedging Agreement relating to Senior Debt.

“**Service Commencement**” means the commencement by TransLink of Passenger Service on the Operational Millennium Line following the issuance of the Operating Permit.

“**Service Commencement Date**” means the day on which Service Commencement occurs.

“**Service Commencement Target Date**” means the date that is 30 days after the Substantial Completion Date.

“**SG Station Scope of Work Drawings**” has the meaning set out in Article 10.20.1(b) of Schedule 4 [Design and Construction], Part 2.

“**Shareholder Agreements**” means each of the Initial Shareholder Agreements and any other agreement or agreements among any of the shareholders of Project Co or among any of the shareholders of Project Co and Project Co relating in any way to Project Co or to shares in the capital of Project Co or to the shareholders of Project Co’s ownership interest in or right and powers with respect to Project Co, including any agreement relating to the subscription for shares in the capital of Project Co or equity (or other funding) by any person including shareholders, Project Co or any Affiliate of Project Co or a shareholder of Project Co, as supplemented, amended or replaced in accordance with this Agreement.

“**Sheet Change**” means TransLink / Coast Mountain Bus Company Bus schedule updates, which normally happen five times per year in January, April, June, September and December.

“**Shoulder Hours of Work**” for the purpose of Article 20, Part 2 of Schedule 4 means the period from 6:00 am to 7:00 am and the period from 8:00 pm to 10:00 pm, in each case, Monday through Saturday.

“**Sidewalk Drop-Off**” means an abrupt and unexpected change in the longitudinal or transverse elevation of a sidewalk, pathway or Cyclist facility.

“**Signs**” means a traffic sign designated by the TAC Manual of Uniform Traffic Control Devices for Canada 5th Edition and includes the sign, pole, fixing brackets, hangers, pole sleeve, overhead structure, foundations and all associated equipment.

“**Simulation System**” means the existing equipment located in the OMC, as it may be modified by Thales as required by the technical requirements, at which operations of the automatic train control system for, as applicable, the Existing SkyTrain System and the Integrated SkyTrain System can be simulated.

“**Simulation Room**” is the existing room at the OMC at which operations of the Existing SkyTrain System and the Integrated SkyTrain System, including the ATC simulation system, can be simulated.

“**SIP Schedule**” has the meaning given in Article 6.3.1(a)(iv) [Subsurface Investigation Plan - Content] of Schedule 4 [Design and Construction], Part 2.

“**Site Condition Rating**” has the meaning given in Section 4.8(f) of Schedule 7 [Quality Management].

“**Site Condition Rating Points**” has the meaning given in Section 4.8(f) of Schedule 7 [Quality Management].

“**Site Materials**” means all materials, including soil, aggregates, gravel, rocks, coal, minerals or other deposits, excavated, arising or produced in connection with the carrying out of the Project Work on the Project Site.

“**Site Requirements**” means:

- (a) the Conditions of Access;
- (b) the Project Site Encumbrances;
- (c) the Municipal Requirements; and

any amendments to any of the Site Requirements referred to in any of paragraphs (a) to (c) of this definition.

“**Site Superintendent**” means a person appointed by Project Co, any Principal Contractor or any Subcontractor to direct the work on the Project Site.

“**SMC Dwell**” means the time interval from the SMC record of a Train arrival message from the VCC, until the SMC record of the Train’s departure request to the VCC. For purposes of this Project, SMC Dwell is assumed to be 9 seconds shorter than the Train Stopped Time for the same stop.

“**SMC Link Time**” means the time interval from the SMC record of a Train departure request to the VCC, until the SMC record of the Train’s arrival message from the VCC. For purposes of this Project, SMC Link Time is assumed to be 9 seconds longer than the Train Moving Time for the same segment.

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“**South Granville Station**” means the Station to be generally located in the vicinity of Granville Street and Broadway Street.

“**Spare Parts**” means spare parts, expendables, consumables, special tools and specialized equipment required for the operation and maintenance of the Broadway Subway which are different from those required for the operation and maintenance of the Existing Skytrain System and, for certainty, does not include the Station Spare Parts.

“**Spare Parts Plan**” has the meaning given in Article 3.6.2(a) [Spare Parts, Spare Parts Plan and Provisioning Conference] of Schedule 4 [Design and Construction], Part 3.

“**Special Termination Sum**” has the meaning given in Section 4.1 [Obligation to Pay Special Termination Sum] of Schedule 13.

“**Specified Access Date**” means, in respect of any parcel of Project Lands, the date specified as the “Specified Access Date” for such parcel in Tables A-1 or A-2 of Appendix A [Project Lands and Other Lands] to Schedule 8 [Lands] or such other date as is otherwise determined to be a Specified Access Date pursuant to Schedule 8 [Lands].

“**Specified Cost Item**” means the Cost Items listed in Column B of Table F2 of Appendix F of Schedule 10 [Payment and Performance Mechanism].

“**Spill Prevention and Emergency Response Plan**” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(v) of Schedule 6 [Environmental Obligations].

“**Stakeholder**” means commuters, local residents, local businesses, goods movers, adjacent or local property owners, local service providers, community organizations and institutions, emergency responders, the general public and any other individuals, entities or audiences with an interest in the Project or identified as stakeholders by the Province.

“**Stakeholder Advisory Groups**” has the meaning given in Section 5.3 [Stakeholder Advisory Groups] of Schedule 9.

“**Statement of Progress**” has the meaning given in Section 9.1(a) of Schedule 10 [Payment and Performance Mechanism].

“**Station**” means any of Great Northern Way Station, Mount Pleasant Station, Broadway – City Hall Station, Fairview - VGH Station, South Granville Station and Arbutus Station and “**Stations**” means all of them, and any Station includes:

- (a) the buildings and facilities by which passengers access the transit system, including the at grade structure through which passengers enter the facility, intermediate concourse levels and the platforms; and
- (b) spaces, equipment and systems within the station buildings or facilities for ancillary functions related to train operations, building systems and passenger and staff services.

“**Station Design Consultation Group**” has the meaning given in Article 10.1.3(b) of Schedule 4 [Design and Construction], Part 2.

“**Station Plaza**” means the outside area located directly adjacent to the Station headhouse and comprises a combination of soft and hard landscape elements, which may include at-grade Station ancillary facilities (such as for example AARUs and ventilation grilles). The Station Plaza provides passenger and maintenance access to and around the Station. The Station Plaza does not include City of Vancouver sidewalks.

“**Station Emergency Egress Analysis Data**” means the data contained within Schedule 4 [Design and Construction], Appendix K [Station Emergency Egress Analysis Data].

“**Station Ridership Data**” means the data contained within the document titled Schedule 4 [Design and Construction], Appendix J [Station Ridership Data].

“**Station Site**” means a surface Station and track cross-over construction work zone on Broadway in the vicinity of Main Street, Cambie Street, Oak Street, Granville Street or Arbutus Street.

“**Station Spare Parts**” means the Station fitting and finishing spare parts to be supplied by Project Co pursuant to Article 3.6.1 [Station Spare Parts], Part 3 of Schedule 4.

“**Station Traffic Site**” means, for the purpose of Schedule 4 Part 4, a Traffic site which includes a Construction work zone in the vicinity of a Station (other than Great Northern Way Station), as delineated and modified in the Traffic Control Plans.

“**Statutory Holiday**” means a holiday as defined in the *Interpretation Act* (British Columbia).

“**Stoppage**” means an occasional, temporary and short term stopping of Traffic in one or more travel lanes in one or both directions at a specific location on a road, as a result of actions by Project Co, but still permits travel by Emergency Response vehicles and Buses.

“**Street Furniture**” means for the purposes of Schedule 4 [Design and Construction], all garbage receptacles, benches, bike racks, planters, newspaper boxes, public bike share stations, patios and third party wayfinding and advertising signs, but excludes parking meters, Bus shelters and Bus passenger benches.

“**Structural Components**” has the meaning set out in Section 3.4(a) of Schedule 7 [Quality Management];

“**Structure**” means any structure to be designed, constructed, installed, altered, upgraded or augmented by Project Co as part of the Project Work.

“**Subcontract**” means any contract entered into by a Subcontractor in relation to the provision, performance or carrying out of any Project Work.

“**Subcontractor**” means any party (other than Project Co, any Principal Contractor or BCIB) that enters into a contract in relation to the provision, performance or carrying out of any Project Work (including any contract for the supply of any Plant or Construction Plant) with:

- (a) a Principal Contractor; or
- (b) any subcontractor of any tier of a Principal Contractor; or
- (c) Project Co.

“**Subcontractor Bonds**” has the meaning given in Section 16.9A(a) of this Agreement.

“**Sub-Plans**” has the meaning given in Article 1.2.1(c) [Traffic Management Plan Requirements], Part 4 of Schedule 4.

“**Subsequent Contamination**” means any Contamination, other than Existing Contamination, on any part of the Project Infrastructure or the Project Site.

“**Substantial Completion**” means the satisfactory completion and fulfillment of all Project Work and activities described in Article 4.1.1 [Required Activities], Part 3 of Schedule 4, in accordance with the Design and Construction Requirements, the Design and Construction Certification Procedures and all Laws, Permits and other requirements applicable to the Project Work referred to or set out in this Agreement and “**Substantially Completed**” and “**Substantially Complete**” have corresponding meanings.

“**Substantial Completion Date**” means the date on which Substantial Completion occurs, as established by the Certificate of Substantial Completion.

“**Substantial Completion Longstop Date**” means at any time the date that is twelve months after the then current Substantial Completion Target Date, as such first mentioned date may be extended pursuant to this Agreement.

“**Substantial Completion Payment**” has the meaning given in Section 1.2(a) [Obligation to make Substantial Completion Payment] of Schedule 10 [Payment and Performance Mechanism].

“**Substantial Completion Target Date**” means November 27, 2025, as may be extended pursuant to this Agreement.

“**Subsurface Investigation Plan**” or “**SIP**” has the meaning given in Article 6.3.1(a) [Subsurface Investigation Plan – Content] of Schedule 4 [Design and Construction], Part 2.

“**Subway Infrastructure**” means the Stations and all parts of the Broadway Subway Project that are below-grade.

“**Suitable Substitute Project Co**” has the meaning given in the Lenders’ Remedies Agreement.

“**Supervening Event**” means any of a Compensation Event, Relief Event or Force Majeure Event.

“**Supervening Event Notice**” has the meaning given in Section 8.2(a).

“**Supplementary Project Lands**” means the lands described in Table A-2 of Appendix A [Project Lands and Other Lands] to Schedule 8, including as a result of any update thereto in accordance with Schedule 8 [Lands].

“**Surface Erosion Prevention and Sediment Control Plan**” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(viii) of Schedule 6 [Environmental Obligations].

“**Surveillance Quality Audit**” means Quality Audits conducted by or on behalf of the Province as contemplated in Section 4.3.2(a) of Schedule 7 [Quality Management].

“**System Fault Tree Analysis**” is the deliverable described in Section 1.8.3.3 [Fault Tree Analysis] of Schedule 4 [Design and Construction], Appendix G.

“**System Management Centre**” means the system management centre located in the OMC.

“**System Performance Demonstration**” has the meaning given in Article 13.4 [System Performance Demonstration] of Schedule 4 [Design and Construction], Part 2.

“**Systems**” means, as applicable, the following electronic, electrical and mechanical systems as required for the BSP as described in the following articles of Part 2 of Schedule 4 of this Agreement:

- (a) the electrical and mechanical systems described in Article 11 [Mechanical] and Article 12 [Electrical], Part 2 of Schedule 4;
- (b) the BSP ATC System described in Article 13, Part 2 of Schedule 4 [Design and Construction];
- (c) the communications system described in Article 13.6, Part 2 of Schedule 4 [Design and Construction];
- (d) central control room systems at the OMC described in Article 13.7 [Operations and Maintenance Centre], Part 2 of Schedule 4;
- (e) the SCADA system described in Article 13.8 [Supervisory Control and Data Acquisition], Part 2 of Schedule 4;
- (f) the power distribution and back-up power system described in Article 13.9 [Power Distribution and Back-Up Power], Part 2 of Schedule 4;
- (g) the Guideway equipment system described in Article 13.10 [Guideway Equipment], Part 2 of Schedule 4;
- (h) the Station equipment system described in Article 13.11 [Station Equipment], Part 2 of Schedule 4; and
- (i) the Tunnel Ventilation System described in Article 21 [Tunnel and Station Ventilation System and Equipment], Part 2 of Schedule 4.

“**Systems Engineer of Record**” means the person who is registered as a Professional Engineer and will provide certification that the Integrated SkyTrain System is ready to carry passengers in accordance with the requirements of Appendix G [Systems General Requirements], Schedule 4.

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“**Systems Equipment**” means all hardware (including ATC Equipment) for any System supplied by Project Co as part of the Systems Work, including Spare Parts.

“**Systems General Requirements**” means the requirements set out in Appendix G [Systems General Requirements], Schedule 4.

“**Systems Integration Manager**” means the Key Individual appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], who shall plan and direct interface management activities as summarized in Section 1.6.6 [Interface Management Plan] of Schedule 4 [Design and Construction], Appendix G [Systems General Requirements] to ensure the efficient integration of the Project Work, including integration within Systems (including Vehicles), integration between Systems and other BSP infrastructure, integration between Systems and external systems as specified in this Agreement, as well as the operational interface with the Existing SkyTrain System. The Systems Integration Manager shall have a minimum of 10 years of experience in the integration management of rail transit systems, equipment and facilities of similar scope and complexity to the Project.

“**Systems Lead**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], who shall plan and direct the systems engineering activities as summarized in Section 1.4 [Systems Plan] and Section 1.6 [Systems Design Management] of Schedule 4 [Design and Construction], Appendix G – Systems General Requirements to ensure that the Systems satisfy all the requirements of this Agreement and are fit for the intended purpose, and who shall have a minimum of 10 years of experience in the systems management of rail transit systems, equipment and facilities of similar scope and complexity.

“**Systems Operations Manuals**” has the meaning given in Article 3.3.3.2(a) [Systems Operations Manual Requirements] of Schedule 4 [Design and Construction], Part 3.

“**Systems Safety Manager**” means the Key Individual appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], who shall plan and direct the systems safety activities as summarized in Section 1.8 [Systems Safety] of Schedule 4 [Design and Construction], Appendix G – Systems General Requirements, to ensure that the delivered Systems satisfy all the safety requirements of this Agreement and are safe and reliable, and who shall have a minimum of 10 years of experience in the safety management of rail transit systems, equipment and facilities of similar scope and complexity.

“**Systems Software**” means any software (including ATC Software) developed or provided by Project Co or any Subcontractor for any Systems, whether under a limited license or sublicense, for use in or with the Operational Millennium Line, whether owned by Project Co, a Subcontractor or by a third party.

“**Systems Work**” means any Project Work (including ATC Work) in connection with the performance of any obligations of Project Co under this Agreement in relation to any Systems.

“**Table of Minimum Indigenous Employment Requirements**” has the meaning in Section 1.1(a) of Schedule 22 [Indigenous Requirements].

“**Table of Minimum Indigenous Contracts Requirements**” has the meaning in Section 1.1(b) of Schedule 22 [Indigenous Requirements].

“**Tax**” or “**Taxes**” means, from time to time, all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, deductions, withholdings, assessments and similar impositions imposed, levied, rated, collected, charged, withheld or assessed by or payable to any Governmental Authority (including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, deductions, withholdings, assessments and similar impositions), and any other payments imposed by any Governmental Authority in lieu of any of the foregoing, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, payments, assessments, withholdings, dues and other charges, and includes all PST and GST except where stated to the contrary.

“**Technical Appraisal Form**” means a technical appraisal form to be prepared and submitted by Project Co pursuant to Article 2.2.3 [Non-Systems Design Management Plan and Technical Appraisal Forms] of Schedule 4 [Design and Construction], Part 3 and substantially in the format attached as Attachment B [Sample Contents for a Technical Appraisal Form] to Part 3 of Schedule 4 [Design and Construction].

“**Test Plans**” means, collectively, the Validation, Inspection and Test Plan, the System and Subsystem Test Plans and the Safety Commissioning Test Plan.

“**Test Procedures**” means the procedures applicable to Test Plans.

“**Temporary Decking**” means a temporary structure, cover or surface over which Traffic may pass.

“**Temporary Land Rights**” means those Land Rights that have an anticipated expiry date that will occur before the Expiry Date identified as “Temporary Land Rights” on the Project Lands Drawings.

“**Temporary Project Lands**” means the lands identified as “Temporary Project Lands” in Tables A-1 and A-2 of Appendix A [Project Lands and Other Lands] to Schedule 8 and identified as Temporary Project Lands on the Project Lands Drawings.

“**Temporary Works**” means all works and things of a temporary nature of every kind required in or about the execution and completion of the Project Work.

“**Term**” means the period commencing on the Effective Date and ending at 11:59 p.m. on the Termination Date.

“**Termination Date**” means the earlier of:

- (a) the Expiry Date; and
- (b) the effective date of termination of this Agreement according to its terms.

“**Terminus Box**” means the Underground Structure to be located west of Arbutus Station within which tracks will be installed and terminated;

“**Thales**” means Thales Canada Inc., coba Thales Canada, Transportation Solutions, and includes any of its associates and affiliates who may be involved with the design or delivery of the BSP ATC System.

“**Third Party Contractor**” means any contractor (excluding Project Co and any person for whom Project Co is in law responsible) that, on behalf of the Province, BCTFA, TransLink or the City, has carried out or will carry out work after the Effective Date in respect of the Project Infrastructure or otherwise on the Project Site, including, for certainty, any Concurrent Work Contractor and any Other Prime Contractor as defined in Section 4.16(a) of this Agreement.

“**Third Party Facilities**” means bus shelters, telephone facilities, kiosks, Utilities and other facilities and associated equipment, plant, materials and apparatus installed and operated or to be installed and operated on the Project Site or areas adjacent to the Project Site by any transit authority, communications provider, Utility Supplier or other third party.

“**Third Party IP**” means the Intellectual Property specifically identified as Third Party IP in Appendix C [Background IP and Third Party IP] to this Schedule that is owned by a person other than Project Co, a Principal Contractor or a Subcontractor, or any Affiliate thereof, and that and is or will be embedded in or used in connection with the Project Intellectual Property, or necessary or desirable to implement, operate or exploit the Project Intellectual Property, but which was not created or brought into existence for any of the Project Intellectual Property Purposes.

“**TI Corp**” means Transportation Investment Corporation.

“**TIDS Performance Demonstration**” means the demonstration and report described in Article 13.4.3 [TIDS Performance Demonstration], Part 2 of Schedule 4.

“**TIDS Performance Demonstration Completion**” means the satisfaction, to the satisfaction of the Province, of the “false trips” test for the TIDS Performance Demonstration as specified in Article 13.4.3[TIDS Performance Demonstration], Part 2 of Schedule 4.

“**TIDS Performance Demonstration Completion Amount**” has the meaning given in Section 1.2(f)(ii) of Schedule 10 [Payment and Performance Mechanism].

“**TIDS Performance Demonstration Completion Date**” means the date on which TIDS Performance Demonstration Completion occurs, as established by the TIDS Performance Demonstration Results [Systems Deliverable 143] prepared by Project Co in accordance with Section 13.4.3(g) of Article 13 [Systems], Part 2 of Schedule 4 and endorsed “received” by the Province’s Representative in accordance with the Review Procedure.

“**TIDS Performance Demonstration Completion Target Date**” means the date that is the first anniversary of the Service Commencement Date, as may be extended pursuant to this Agreement, provided that, if it is agreed or determined that, for any period of time (a “**Relevant Period**”) during the period from the Service Commencement Date until the TIDS Performance Demonstration Completion Date, either:

- (a) the Operational Millennium Line was not available for passenger service as a direct result of either:
 - (i) TransLink not having either ordered a particular item on the Final Spare Parts List or purchased such item from any other person in accordance with Section 3.6.2(e) of Article 3 [Completion Deliverables], Part 3 of Schedule 4; or

- (ii) any other cause to the extent not directly or indirectly attributable to any Project Co Non-Excusable Event or any other act or omission of Project Co or any person for whom Project Co is in law responsible; or
- (b) Vehicles are not able to run in passenger service on the Operational Millennium Line as a result of Thales not having completed the ATC Work in accordance with the terms of, and as defined in, the ATC Supply Contract;

then:

- (c) the TIDS Performance Demonstration Completion Target Date shall be postponed by the number of calendar days in any Relevant Period; and
- (d) the Project Schedule shall be amended accordingly to reflect any such postponement.

“TIDS Performance Demonstration Letter of Credit” has the meaning given in Section 4.1 of Schedule 10 [Payment and Performance Mechanism].

“Total Completion” means the satisfactory full and final completion of all Project Work and activities described in Article 4.2.1(a) [Required Activities], Part 3 of Schedule 4, in accordance with the Design and Construction Requirements, the Design and Construction Certification Procedures and all Laws, Permits and other requirements applicable to the Project Work referred to or set out in this Agreement, and **“Totally Completed”** and **“Totally Complete”** have corresponding meanings.

“Total Completion Date” means the date on which Total Completion occurs, as established by the Certificate of Total Completion.

“Total Completion (Reinstatement Work)” means the satisfactory full and final completion of all Work in respect of the Reinstatement Work set out in a Reinstatement Plan, in accordance with:

- (a) the applicable Reinstatement Plan;
- (b) the Design and Construction Requirements where the Design and Construction Requirements do not conflict with the applicable Reinstatement Plan;
- (c) the Design and Construction Certification Procedures, as applicable; and
- (d) all Laws, Permits and other requirements applicable to the Reinstatement Work referred to or set out in this Agreement,

and **“Totally Completed Reinstatement Work”** has a corresponding meaning.

“Total Completion Target Date” means the date that is the last day of the month which is the third complete calendar month to end after the month in which the Substantial Completion Date occurs, as such first mentioned date may be postponed pursuant to Section 8.3(c), 8.4(b) and/or 8.5(b).

“Track Plan” means the track plan included in Schedule 4 [Design and Construction], Appendix B [Figures].

“**Traffic**” means the movement of all vehicle types, Pedestrians and Cyclists.

“**Traffic Advisory Sign**” means an informational traffic sign that provides guidance or information related to Traffic Disruptions

“**Traffic Advisory Sign Plan**” means a plan forming part of the Master Traffic Management Public Information Plan described in Article 1.5 [Traffic Advisory Signing Plans], Part 4, of Schedule 4 and comprises of Traffic Advisory Signs.

“**Traffic Advisory Group**” has the meaning given in Section 5.3(a)(i) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Traffic Analysis**” means the analysis of traffic operations using the Synchro program as required in Schedule 4 Part 4.

“**Traffic Barriers**” means physical barriers including fencing, hoarding, concrete barriers and other protective devices that are provided and erected to protect workers, the public, the Construction Plant and materials from Traffic hazards.

“**Traffic Control**” means the placement or erection of Signs, Traffic Signals, Pavement Markings or other installations, and the use of flaggers and other personnel, for the purpose of regulating, warning or guiding traffic.

“**Traffic Control Person**” means a person qualified to direct and control Traffic in accordance with the requirements of the Master Traffic Management Plan.

“**Traffic Control Plan**” means a site-specific and construction stage-specific Traffic Management plan described in Article 1.4 [Traffic Control Plans] of Part 4.

“**Traffic Control Supervisor**” means the person designated as such by Project Co, who has the requisite experience and training, in accordance with the requirements of the Workers’ Compensation Board, to perform the functions and duties set out in Part 4 [Traffic Management], including Article 1.6.5 [Traffic Control Supervisors].

“**Traffic Data**” means reports, data, maps, drawings, ICBC crash data and files containing Traffic information provided in the Data Room.

“**Traffic Disruption**” means a temporary Lane Shift, new lane, Lane Closure, Stoppage, Full Closure, modified or new temporary Traffic Signal, speed limit adjustment, or Pedestrian Disruption, Cyclist Disruption, Bus Disruption, Truck Disruption, Access Disruption, On-Street Parking Disruption or On-Street Loading Disruption, modification to Street Furniture, modification to Illumination or modification to the Arbutus Greenway or the Central Valley Greenway caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible.

“**Traffic Engineer**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 1.6.3 [Traffic Engineer], Part 4 of Schedule 4.

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“**Traffic Management**” means the recognition of the various situations where Traffic control and guidance are required, and the implementation of effective procedures, including Traffic Control, to safely control and guide Traffic with minimal interruptions and delays.

“**Traffic Management Amount**” has the meaning given in Section 7.2(a) of Schedule 10 [Payment and Performance Mechanism].

“**Traffic Management Auditing**” means given in Section 4.8(b) of Schedule 7 [Quality Management]

“**Traffic Management Criteria**” has the meaning given in Section 4.8(d) of Schedule 7 [Quality Management].

“**Traffic Management Manual**” means the BC Ministry of Transportation and Infrastructure's 2015 “Interim Traffic Management Manual for Work on Roadways”.

“**Traffic Management Payment**” means the payment calculated in accordance with Section 7.2 of Schedule 10 [Payment and Performance Mechanism].

“**Traffic Manager**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Section 1.6.2 [Traffic Manager], Part 4 of Schedule 4.

“**Traffic Media**” means traffic reporters at print and broadcast media outlets in Metro Vancouver.

“**Traffic Quality Management Plan**” means the plan for the quality management of the Traffic Management for the Project prepared by the Project Co in accordance with Appendix D [Traffic Quality Management Plan] of Schedule 7 [Quality Management].

“**Traffic Quality Manager**” means the Key Individual to be appointed pursuant to Section 3.3(a) of Schedule 2 [Representatives, Review Procedure and Consent Procedure], and having the qualifications required by Article 1.6.4 [Traffic Quality Manager], Part 4 of Schedule 4.

“**Traffic Signal Record**” means a form or digital file that documents Traffic Signal timing at a signalized intersection as per City of Vancouver standards.

“**Traffic Signals**” means traffic signals, pedestrian signals and bike signals, as applicable and includes modified and temporary traffic signal arrangements during construction and permanent signal arrangements post construction.

“**Traffic Site**” means the cumulative and maximum extent and boundaries of the areas affected by Traffic Management implemented by Project Co for the purposes of the Construction, as delineated and modified in the Traffic Control Plans, and includes the Broadway Traffic Site, the Great Northern Way Traffic Site and the Undefined Traffic Sites.

“**Train**” means two or more Vehicles operating as one unit.

“**Train Delay Event**” means an unplanned occurrence on the Existing SkyTrain System or the Integrated SkyTrain System, however caused, which causes a delay of 3 minutes (180 seconds) or more to

passengers, compared to normal travel times; or results in a service gap of more than 3 minutes (180 seconds) longer than the current operating plan.

“**Train Moving Time**” means the interval from the start of wheel motion on departure from a platform or other stopping point, to the end of wheel motion on arrival at the next platform or stopping point.

“**Train Request Form**” means the form to be submitted to BCRTC to request one or more Trains to be used for testing and commissioning on the Broadway Subway Project.

“**Train Stopped Time**” means the interval from the end of wheel motion on arrival at a platform or other stopping point, until the start of wheel motion to the next platform or stopping point.

“**Transit Facility Construction Integration Plan**” means each of the plans to be developed and submitted by Project Co in accordance with Article 18.3.2 [General], Part 2 of Schedule 4, for each of the Existing Transit Facilities.

“**Transit Facilities Post-Construction Condition Survey**” has the meaning given in Article 4.6.1 [Post-Construction Condition Surveys] of Schedule 4 [Design and Construction], Part 1.

“**Transit Facilities Pre-Construction Condition Survey**” has the meaning given in Article 4.4.1 [Pre-Construction Condition Surveys] of Schedule 4 [Design and Construction], Part 1.

“**Transit Operators**” means BCRTC, ProTrans, ITBC and Bus Operators, and “**Transit Operator**” means any of them.

“**Transit Police**” means the TransLink designated policing unit under the Police Act (British Columbia).

“**Transition Box**” means the Underground Structure to be located east of Great Northern Way Station within which tracks will be installed and where the Guideway will be covered by a roof slab;

“**TransLink**” means the South Coast British Columbia Transportation Authority, as continued under the South Coast British Columbia Transportation Authority Act (British Columbia), and includes a subsidiary as defined in the South Coast British Columbia Transportation Authority Act, and its successors.

“**TransLink Building Code Criteria**” means the TransLink Building Code Criteria for Fixed Guideway Rapid Transit Systems as set out in Schedule 4 [Design and Construction], Appendix F [TransLink Building Code Criteria].

“**TransLink Party**” mean an Affiliate of TransLink, or a contractor or subcontractor engaged by TransLink or an Affiliate of TransLink.

“**TransLink Resources**” means the resources identified in Attachment C [TransLink and Project Co Resource Obligations] to Article 13 [Systems] of Schedule 4 [Design and Construction], Part 2.

“**TransLink Resources Plan**” means the plan described in Section 1.1(d) of Attachment C [TransLink and Project Co Resource Obligations] to Article 13, Part 2 of Schedule 4.

“**TransLink Wayfinding Standards Manual**” means the document entitled TransLink Wayfinding Standards Manual, Version 2.0, 20 September 2010, which document forms part of Schedule 4 [Design and Construction], Appendix H [Millennium Line Wayfinding Documents].

“**Travel Time**” means for any single or multiple station sequence of operation, the interval from the SMC record of the Train’s departure request to the VCC at the starting location, until the SMC record of the Train’s arrival message from the VCC at the ending location, including intermediate station dwells, but excluding dwells at the start and end locations.

“**Trespassers**” has the meaning set out in Section 8.8(a) of this Agreement.

“**Trial Running**” has the meaning set out in Section 1.17.6.2 of Appendix G [Systems General Requirements] of Schedule 4.

“**Trial Running Stage 1**” means the procedures described in Section 1.17.6.2.2 [Trial Running Stage 1] of Schedule 4 [Design and Construction], Appendix G.

“**Trial Running Stage 2**” means the procedures described in Section 1.17.6.2.3 [Trial Running Stage 2] of Schedule 4 [Design and Construction], Appendix G.

“**Trial Running Stage 3**” means the procedures described in Section 1.17.6.2.4 [Trial Running Stage 3] of Schedule 4 [Design and Construction], Appendix G.

“**Trolley Overhead**” means the overhead wire infrastructure to power trolley bus operation, including foundations, steel poles and overhead wires (including DC electrical feeder cable, running wire and guy wire).

“**Truck**” means a motor vehicle designed or used primarily for the transportation of property and includes vehicles with a gross vehicle weight of more than 10,000 kg (22,064 lbs).

“**Truck Access**” means Access for Trucks and includes the roads leading to and from such Access.

“**Truck Disruption**” means a disruption to Truck Routes, Truck Access or creation of a Truck Staging Area that is caused by Project Co, whether directly or indirectly, or any person for whom Project Co is in law responsible.

“**Truck Route**” means an official truck route designated by the City of Vancouver for use by vehicles having a gross vehicle weight of more than 10,000 kg (22,064 lbs).

“**Truck Staging Area**” means an area designated by Project Co where Project Co Trucks shall wait before loading or off-loading materials or equipment at Construction work zones.

“**Tunnel**” means the Underground Structure within which tracks will be installed for Trains to travel inbound and outbound between two Stations or between a Station and a Crossover Box; “**Tunnel**” does not include any Stations, Cross Passages, Crossover Box, the Terminus Box, the Transition Box or the U-section.

“**Tunnel Boring Machine**” or “**TBM**” means a tunnel boring machine that meets the applicable requirements set out in Article 7 (Tunnel) of Part 2 of Schedule 4 [Design and Construction];

“**Tunnel Excavation Work Plan**” has the meaning set out in Article 7 (Tunnel) of Part 2 of Schedule 4 [Design and Construction];

“**Tunnel Ventilation System**” means the ventilation system required for the Subway Infrastructure as contemplated in Article 21 [Tunnel Ventilation System] of Part 2 of Schedule 4, and includes all Plant and Intellectual Property necessary for the proper functioning thereof as required by this Agreement.

“**Unadjusted Progress Amount**” has the meaning given in Section 2.1(a)(i) of Schedule 10 [Payment and Performance Mechanism].

“**Unallowed Zones**” means a region of ATC guideway, implemented within the VCC, to prevent an automatic train from stopping within, under normal conditions. Unallowed Zones (UZ) are typically defined around track switches and across ATC loop boundaries, where ATC data communication may be less reliable. A UZ may also be placed to prevent trains from stopping only partially along a platform, or for other reasons. It will not prevent a train from stopping within in case of an emergency brake, and will not prevent manual mode trains from stopping. In some circumstances a UZ could affect the Headway between trains.

“**Undefined Traffic Site**” means, for the purpose of Schedule 4 Part 4, a Traffic site that is not a Station Traffic Site, a Crossover Traffic Site or the Great Northern Way Traffic Site, and that is affected by Traffic Management implemented by Project Co for the purposes of the Construction, as delineated and modified in the Traffic Control Plans.

“**Underground Guideway**” means the underground portion of the Guideway running from the Transition Box to the Terminus Box, and includes the portion of the Guideway that runs through the Transition Box, Tunnel, Crossover Boxes, and Terminus Box, and shall also include the Cross Passages. The Underground Guideway does not include the portion(s) of the Guideway running through the Stations.

“**Underground Structure**” means any Structure located below grade.

“**Undisclosed Utilities**” means any Utilities (other than any Utility Service Connections) located under the Project Site or the Project Infrastructure, the existence of which:

- (a) was not disclosed to Project Co in the Disclosed Data as at the Financial Submittal Date, or was disclosed to Project Co in the Disclosed Data as at the Financial Submittal Date but the actual locations of such Utilities are discovered to be:
 - (i) more than 2 metres horizontally from the locations provided in all Disclosed Data relevant to such Utility; or
 - (ii) if vertical locations of a Utility are provided in Disclosed Data, more than 2 metres vertically from the locations provided in all Disclosed Data relevant to such Utility; and
- (b) Project Co did not otherwise have knowledge of as at the Financial Submittal Date, could not have discovered through the exercise of reasonable due diligence prior to the Financial Submittal Date, and could not reasonably have been anticipated from any analysis of all relevant information available to Project Co (including the Disclosed Data) as at the Financial Submittal Date,

and excludes:

- (c) any Utilities of which any component (including any associated lines, wires, poles, catch basins, or related or ancillary infrastructure) was visible as at the Financial Submittal Date;
- (d) any Utilities that have been abandoned, with the exception of abandoned Utilities that:
 - (i) directly and adversely impact the operation of a TBM; and
 - (ii) were not disclosed to Project Co in the Disclosed Data as at the Financial Submittal Date); and
- (e) any Utilities the size, composition, materials or other features of which are different from that shown or described in the Disclosed Data or other information available to Project Co as at the Financial Submittal Date, provided that such Utilities are discovered to be:
 - (i) 2 metres horizontally or less from the locations provided in any of the Disclosed Data; or
 - (ii) if vertical locations of a Utility are provided in Disclosed Data, 2 metres vertically or less from the locations provided in any of the Disclosed Data.

“**Updated Durability Report**” has the meaning given in Article 2.2.3.3(b) [Submission and Updating of Durability Report] of Schedule 4 [Design and Construction], Part 3.

“**Upgrade Contracts**” means the existing written agreements between Thales and TransLink and agreements that may be executed from time to time by Thales and TransLink, as such agreements may be amended and supplemented, for additions, improvements or modifications which Thales may make to the Existing SkyTrain System.

“**U-section**” means the uncovered Underground Structure that is located immediately to the east of the Transition Box and within which tracks will be installed;

“**Use As Is**” means that no action to eliminate a detected Nonconformity is needed.

“**Utilities**” means privately, publicly or cooperatively owned lines, facilities or systems for transmitting or distributing electricity, data, communications, gas, oil and petroleum products, water storm water and sewage or other similar commodity which serve the public directly or indirectly and includes all of the foregoing that are owned or operated by the City, MVRD, any other Governmental Authority or a Regulated Utility Supplier (including (i) storm drainage and underground, surface and overhead facilities as well as facilities which use common poles, ducts or conduits on a shared basis, (ii) all related and ancillary infrastructure and (iii) all Utility Service Connections.

“**Utility Agreements**” means the Accommodation Agreement as amended, supplemented or replaced from time to time but excludes the Municipal Agreement and the Advance Work Contracts.

“**Utility Information Sheets**” means the Disclosed Data compiled by the Province as contemplated in Article 8.11 [Utility Information Sheets] of Schedule 4 [Design and Construction], Part 2.

“**Utility Service Connections**” means:

- (a) the direct connections to the point of the utility mains (including to transmission or distribution mains) that specifically provide utility service to privately-owned properties, which include any properties owned in fee simple by a public agency or road dedication where a public agency has an agreement to operate a service within such road dedication (such as a park and ride and bus exchange facility); and
- (b) any private utilities within such privately-owned properties, which include any properties owned in fee simple by a public agency or road dedication where a public agency has an agreement to operate a service within such road dedication.

“**Utility Supplier**” means the owner of any Utility, and includes the MVRD and any person listed in Attachment A to Article 8 [Utilities], Part 2 of Schedule 4.

“**Utility Work**” means temporary and permanent installation, protection, removal and relocation works relating to Utilities carried out in connection with or as part of the Project Work, and related and ancillary works and for certainty Utility Work shall include any Municipal Works that relate to Utilities.

“**Value Engineering Proposal**” has the meaning given in Section 7.4 [Value Engineering Proposals] of this Agreement.

“**Vegetation and Wildlife Management Plan**” means the sub-plan of the Construction Environmental Management Plan as set out in Section 2.5(d)(ix) of Schedule 6 [Environmental Obligations].

“**Vehicle**” is a single Mark I Vehicle, a single Mark II Vehicle or a single Mark III Vehicle, which is, in any case, not capable of independent operation.

“**Video Log**” means a video recording taken from within a moving vehicle that clearly records traffic queues, Traffic Signals, Signs, Pavement Markings, Other Traffic Control Devices and protective devices installed by Project Co.

“**Waiver of Moral Rights**” means if so requested by the Province, the Supplier shall make all reasonable efforts to obtain waivers in favour of the Province of all moral rights in the Project Intellectual Property, Records or Modifications to the Province Provided Materials from all individuals possessing such rights, by one or more instruments un writing substantially in the form of waiver or moral rights included in Schedule 20 [Waiver of Moral Rights].

“**Warranty Holdback**” has the meaning given in Section 3.2(a) of Schedule 10 [Payment and Performance Mechanism].

“**Warranty Holdback Letter of Credit**” has the meaning given in Section 4.1 of Schedule 10 [Payment and Performance Mechanism].

“**Website**” has the meaning given in Section 2.1(h) of Schedule 9 [Communications, Community Relations and Business Relations].

“**Weekday**” means, for the purposes of Schedule 4 [Design and Construction], Part 4 [Traffic Management], Monday to Friday, excluding Statutory Holidays in British Columbia.

“**Weekend**” means, for the purposes of Schedule 4 [Design and Construction], Part 4 [Traffic Management], Saturdays, Sundays and Statutory Holidays in British Columbia.

“**Workers’ Compensation Board**” means the Board defined in and continued under the WCA.

“**Workplace Discrimination and Harassment Policy and Procedures**” has the meaning given in the BCIB-Contractor Agreement.

“**Workplace Drug and Alcohol Policy and Procedures**” has the meaning given in the BCIB-Contractor Agreement.

“**Work Method Statements**” means written management plans for critical and complex activities, processes or plans where the absence of written instructions could have a negative impact on worker safety, quality, consistency, cost or schedule, which constitute commitments of Project Co and describe how work shall be performed, inspected or tested and shall include a checklist to confirm that work is being conducted in accordance with the appropriate standard, code, specification or plan in accordance with this Agreement.

“**Works Schedule**” means the detailed schedule for design, investigation, construction, testing, commissioning and related activities within the Project Work, to be submitted by Project Co pursuant to, and as subsequently amended from time to time in accordance with, Section 1.3 [Works Schedule] of Schedule 3.

“**Yield to Bus Zone**” means a zone on a road where the need for general traffic to yield to Buses is highlighted or facilitated through the provision and use of Signs, Pavement Markings, Traffic Signals, Other Traffic Control Devices, flashing lights or Traffic Control Persons

“**Zone of Influence**” has the meaning given in Article 4.2.1(c) [Construction Risk and Impact Assessment] of Schedule 4 [Design and Construction], Part 1.

1.2 Acronym List

In this Agreement, including the Recitals and Schedules hereto, unless otherwise specified or the context otherwise requires, the following acronyms have the following meanings:

“**AARU**” means automatic assured receptivity unit.

“**ACER**” means AC electrical room.

“**ACER #1**” has the meaning provided in Article 10.5.6(c) [Ancillary and Service Room Functionality], Part 2 of Schedule 4.

“**ACER #2**” has the meaning provided in Article 10.5.6(c) [Ancillary and Service Room Functionality], Part 2 of Schedule 4.

“**AFM**” means add fare machine.

“**AHJ**” means Authority Having Jurisdiction.

“**APEGBC**” means the Association of Professional Engineers and Geoscientists of British Columbia.

“**APTA**” means the American Public Transportation Association;

“**A-PID**” means advertising passenger information display.

“**AREMA**” means the American Railway Engineering and Maintenance of Way Association.

“**AR**” means Arbutus Station.

“**ARI**” means Arbutus Station inbound platform.

“**ARO**” means Arbutus Station outbound platform.

“**ARS**” means acceleration response spectra.

“**ATC**” means automatic train control.

“**ATM**” has the meaning in Article 10 of Schedule 4 [Design and Construction], Part 2.

“**ATEL**” means administration telephone.

“**ATM**” means automated teller machine.

“**ATO**” means Automatic Train Operation.

“**ATP**” means Automatic Train Protection.

“**ATPC**” means Authorization to Proceed with Construction.

“**ATS**” means Automatic Train Supervision.

“**AWG**” means American Wire Gauge.

“**BCBC**” means the British Columbia Building Code.

“**BCH**” means Broadway-City Hall Station.

“**BCH-CL**” means Broadway-City Hall Canada Line Station.

“**BCH-ML**” means Broadway-City Hall Millennium Line Station.

“**BCIB**” means BC Infrastructure Benefits Inc.

“**BCICAC**” means British Columbia International Commercial Arbitration Centre.

“**BCRA**” means Building Code Review Agent.

“**BCTFA**” has the meaning given in the Recitals.

“**BCRTC**” means British Columbia Rapid Transit Company Ltd., being a subsidiary as defined in the *South Coast British Columbia Transportation Authority Act* (British Columbia), and its successors.

“**BCSA**” and “**TSBC**” means Technical Safety BC.

“**BER**” means bit error rate.

“**BNSF**” means BNSF Railway Company.

“**BP**” means bike parkade.

“**B-PID**” means bus passenger information display.

“**BSP**” means Broadway Subway Project.

“**BTL**” means the BACnet Testing Laboratory.

“**C**” means Celsius.

“**CAP**” means the Construction Approval Process.

“**CAT**” means category.

“**CAZ**” means conflict avoidance zone.

“**CCD**” means charge coupled device.

“**CCTV**” means closed circuit television.

“**CDR**” means concept design review.

“**CEMP**” means Construction Environmental Management Plan.

“**CESS**” means central emergency stop system.

“**CFC**” means a Compass Card and Faregates Concurrent Work Contractor.

“**CFD**” means computational fluid dynamics.

“**CH**” means Broadway-City Hall Station.

“**CHI**” means Broadway-City Hall Station inbound platform.

“**CHO**” means Broadway-City Hall Station outbound platform.

“**CMBC**” means Coast Mountain Bus Company.

“**CMS**” means changeable message signs.

“CPC” means cell phone relay cabinet.

“CPTED” means Crime Prevention through Environmental Design.

“CQMP” means Construction Quality Management Plan.

“CR” means crew room.

“CRF” means crew reporting facility room.

“CRIAR” means Construction Risk and Impact Assessment Report.

“CRP” means Coordinating Registered Professional.

“CRU” means commercial retail unit.

“CRWR” means crew reporting writing room.

“CS” means concourse storage room.

“CSA” means the Canadian Standards Association.

“CTF” means cable termination frame.

“CTRM” means 3rd party communications room.

“CVM” means Compass vending machine.

“CWR” means continuously welded rail.

“DAQ” means delivered audio quality.

“DAP” means the Design Advisory Process.

“dBA” means decibel.

“DC” means direct current.

“DCA” means designated coupling area.

“DCIM” means Design - Construction Interface Manual.

“DDC” means direct digital controls.

“DFO” means the Department of Fisheries and Oceans of the Federal Government.

“DNG” means DOORS Next Generation.

“DPU” means Transit Police.

- “**DQMP**” means Design Quality Management Plan.
- “**DSC**” means design safety case.
- “**DSP**” means digital signal processing.
- “**DSR**” means design safety report.
- “**DTMF**” means dual-tone multi-frequency.
- “**DUA**” means designated uncoupling area.
- “**DWA**” means the Designated Waiting Area.
- “**ECOM**” means ECOMM room.
- “**ECOMM**” means E-Comm 911.
- “**EEC**” means emergency equipment cabinet.
- “**EECP**” means emergency electrical control panel.
- “**EECPC**” means emergency electrical control panel at concourses.
- “**EECPT**” means emergency electrical control panel with crew telephone.
- “**EEMAC**” means the Electrical and Electronic Manufacturers Association of Canada.
- “**EER**” means electronic equipment room.
- “**E&M**” means electrical and mechanical.
- “**EMC**” means electromagnetic compatibility.
- “**EMI**” means electromagnetic interference.
- “**EMR**” means elevator machine room.
- “**EPDM**” means ethylene propylene diene Monomer (M-class) rubber.
- “**E-PID**” means entrance passenger information display.
- “**EPR**” means ethylene propylene rubber.
- “**EPS**” means expanded polystyrene.
- “**EQMP**” means environmental quality management plan.
- “**ER**” means extensible reinforcement.

“**ERA**” means Emergency Response Agency.

“**ERS**” means Earthquake Resisting System.

“**ESMR**” means escalator machine room.

“**ETM**” means exit ticket machine.

“**ETMI**” means exit ticket machine information panels.

“**ETMP**” means exit ticket machine panel.

“**ETEL**” means emergency telephone.

“**FACP**” means fire alarm control panel.

“**FAI**” means First Article Inspection.

“**FAT**” means factory acceptance tests.

“**FCC**” means the Federal Communications Commission.

“**FCP**” means Firefighters’ Command Post.

“**FCVM**” means fare card vending machine.

“**FDAS**” means fire detection and alarm system.

“**FDR**” means final design review.

“**FID**” means feed in device.

“**FLSS**” means the Fire And Life Safety System.

“**FMEA**” means failure mode effects analysis.

“**FMECA**” means Failure Modes, Effects and Criticality Analysis.

“**FMI**” means Field Modification Instruction.

“**FOCS**” means fibre optics communication system.

“**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia).

“**FRE**” means fiberglass-reinforced epoxy.

“**FSC**” means final safety case.

“**FSR**” means Final Safety Report.

“**FTA**” means Fault Tree Analysis.

“**GBR**” means garbage room.

“**GIDS**” means guideway intrusion detection system.

“**GIES**” means guideway intrusion emergency stop.

“**GIMS**” means guideway intrusion monitoring system.

“**G-PID**” means general passenger information display.

“**GN**” means Great Northern Way Station.

“**GNI**” means Great Northern Way Station inbound platform.

“**GNO**” means Great Northern Way Station outbound platform.

“**GNWC**” means gender neutral washroom.

“**GTO**” means gate turn-off.

“**GUI**” means graphical user interface.

“**HRR**” means heat release rate.

“**HVAC**” means heating ventilation and air conditioning.

“**Hz**” means hertz.

“**IANS**” means integrated alarm notification system.

“**ICBC**” means Insurance Corporation of British Columbia.

“**IDR**” means interim design review.

“**IED**” means intelligent electronic device.

“**IFC**” means issued for construction.

“**IP**” means internet protocol.

“**IRE**” means the Institute of Radio Engineers.

“**ITBC**” means InTransitBC, the concessionaire of the Canada Line.

“**ITEL**” means information telephone.

“**ITP**” means inspection and test plan.

“**JAN**” means janitor room.

“**kN**” means kilonewton.

“**kPa**” means kilopascal.

“**kV**” means kilovolt.

“**kVA**” means kilovolt amperes.

“**LAN**” means local area network.

“**LCD**” means liquid crystal display.

“**LED**” means light emitting diode.

“**LIM**” means linear induction motor.

“**LLRU**” means lowest level replacement unit.

“**LOS**” means level of service.

“**LRU**” means line replaceable unit.

“**LSCU**” means local switch control unit.

“**MCBF**” means mean cycles between failures.

“**MCR**” means mezzanine communications room.

“**MECH**” means mechanical room.

“**MOTI**” or “**MoTI**” means the Ministry of Transportation and Infrastructure.

“**MOW**” means maintenance of way.

“**MPa**” means megapascal.

“**MP**” means Mount Pleasant Station.

“**MPI**” means Mount Pleasant Station inbound platform.

“**MPO**” means Mount Pleasant Station outbound platform.

“**MRL**” means machine-room less.

“**MSE**” means mechanically-stabilized earth.

“**MTBF**” means mean time between failures.

“**MTBSAF**” means mean time between service affecting failures.

“**MTTR**” means mean time to repair.

“**MVA**” means megavolt ampere.

“**MVAR**” means megavolt ampere reactive.

“**MVTP**” means Metro Vancouver Transit Police.

“**MVTP ITN**” means Metro Vancouver Transit Police information technology network.

“**MW**” means megawatt.

“**N**” means newtons.

“**NCE**” means Non-Compliance Event.

“**NMS**” means network management system.

“**NVCC**” means neighbouring VCC.

“**NVMP**” means Noise and Vibration Management Plan.

“**NVR**” means network video recorder.

“**OA**” means Fairview - VGH Station.

“**OAI**” means Fairview - VGH Station inbound platform.

“**OAC**” means Occupancy Approval Certificate.

“**OA0**” means Fairview - VGH Station outbound platform.

“**OCC**” means Operations Control Centre.

“**OFC**” means Operational and Functional Components.

“**OMC**” means the Operations and Maintenance Centre.

“**ONVIF**” means open network video interface forum.

“**OPMs**” means Operational Performance Measures.

“**OPSIM**” means the operational ATC simulator which operates both on a distributed set of ethernet connected desktop computers and on a single desktop computer.

“**O&SHA**” means Operational and Support Hazard Analysis.

“**OTN**” means optical transmission network.

“**P1**” means priority one.

“**P25**” means Project 25.

“**Pa**” means pascal.

“**PA**” means public address.

“**PABX**” means private automatic branch exchange.

“**PAK**” means passenger assistance kiosk.

“**PATEL**” means public assistance telephone.

“**PC**” means personal computer.

“**PCU**” means power conversion unit.

“**PDF**” means portable document format.

“**PDMS**” means Portable Dynamic Message Sign.

“**PDR**” means preliminary design review.

“**PHA**” means Preliminary Hazard Analysis.

“**PHB**” means TransLink police hub office.

“**PICO**” means Post-Installation Check Out.

“**PID**” means passenger information display. Types of PIDs include A-PIDs, B-PIDs, E-PIDs, G-PIDs, and T-PIDs.

“**PIES**” means platform intrusion emergency stop.

“**PIS**” means “passenger information system”.

“**PLED**” means platform light emitting diode.

“**PMs**” means Performance Measures.

“**PMT**” means pad mounted transformer.

“**PPE**” means personal protective equipment.

“**pphpd**” means passengers per hour per direction.

- “PPS” means propulsion power substation.
- “PPUDO” means passenger pick up and drop off.
- “PS” means platform storage rooms.
- “PSCU” means portable switch control unit.
- “PSTN” public switched telephone network.
- “PTZ” means pan-tilt-zoom.
- “PVC” means polyvinyl chloride.
- “PWC” means passenger accessible washroom (water closet).
- “QA” means quality assurance.
- “QC” means quality control.
- “QMP” means Quality Management Plan.
- “QMS” means Quality Management System.
- “QS2” means Tait’s Quasi Synchronous.
- “RAM” means reliability, availability and maintainability.
- “RBD” means reliability block diagram.
- “RCC” means remote control closet.
- “RCIU” means remote control interface unit.
- “RF” means radio frequency.
- “RFID” means radio frequency identification.
- “RLB” means remote loop box.
- “RPVC” means rigid polyvinyl chloride.
- “RR” means radio room.
- “RSV” means remote standalone validator.
- “RTP” means rapid transit project.
- “RTU” means remote terminal unit.

“**RWR**” means report writing room.

“**s**” means second.

“**SAE**” means the Society of Automotive Engineers.

“**SAT**” means site acceptance tests.

“**SAV**” means standalone validator.

“**SCADA**” means supervisory control and data acquisition.

“**SCDR**” means Systems Concept Design Review.

“**SCS**” means switch control system.

“**SCR**” means switch control system room.

“**SCU**” means switch control unit.

“**SDP**” means software development plan.

“**SDS**” means software design specification.

“**SDSM**” means Seismic Design Strategy Memoranda.

“**SEEIP**” means station entrance emergency information panel.

“**SER**” means signaling equipment room.

“**SES**” means subway environmental simulation.

“**SESP**” means station emergency stop processor.

“**SFDR**” means Systems Final Design Review.

“**SG**” means South Granville Station.

“**SGI**” means South Granville Station inbound platform.

“**SGO**” means South Granville Station outbound platform.

“**SIL 3**” means Safety Integrity Level 3.

“**SIP**” means Subsurface Investigation Plan.

“**SIU**” means switch interface unit.

“**SMC**” means System Management Centre.

“SO” means Transit Police sub office.

“SPDR” means Systems Preliminary Design Review.

“SPFMA” means System Performance and Failure Management Analysis.

“SPR” means sump pump room.

“SQAP” means software quality assurance plan.

“SRFAE” means Systems Request for Amendment/Exemption.

“STI” means speech transmission index.

“SUM” means Strategic Upstream Metering.

“SV” means station validator.

“SWC” means staff washroom (water closet).

“TAC” means Transportation Association of Canada.

“TAF” means Technical Appraisal Form.

“TBM” means Tunnel Boring Machine.

“TC” means telephone closet / cabinet.

“TCI” means Technical Change Instruction.

“TCP” means Traffic Control Plan.

“TCPC” means tunnel cell phone relay cabinet.

“TDM” means time division multiplexing.

“TFCIP” means Transit Facility Construction Integration Plan.

“TIDS” means track intrusion detection at Stations.

“TIMS” means tunnel intrusion monitoring system.

“TLBCC” means TransLink Building Code Criteria.

“TLFO” means TransLink Fibre Optic Cabinet.

“TMP” means Traffic Management Plan.

“TOH” means Trolley Overhead.

“**TOR**” means top of rail.

“**T-PID**” means train passenger information display.

“**TQMP**” means Traffic Quality Management Plan.

“**TR**” means transformer room.

“**TRIMS**” means train radio information management system.

“**TSBC**” means Technical Safety British Columbia.

“**TSP**” means Transit Signal Priority.

“**TSR**” means Transit Police Security Room.

“**TTEL**” means trackside telephone.

“**TV**” means tunnel ventilation.

“**TVCR**” means tunnel ventilation control room.

“**TVCS**” means tunnel ventilation control system.

“**TVECP**” means tunnel ventilation electrical control panel.

“**TVFCP**” means tunnel ventilation fire command post.

“**TVFR**” means tunnel ventilation fan rooms.

“**TVS**” means Tunnel Ventilation System.

“**TVSCADA**” means Guideway and Station ventilation supervisory control and data acquisition.

“**UIC**” means the Union International des Chemins de Fer.

“**ULC**” means the Underwriters Laboratories of Canada.

“**UPS**” means uninterruptible power supply.

“**UV**” means ultraviolet.

“**UZ**” means Unallowed Zones.

“**V**” means volt.

“**VBBL**” means Vancouver Building Bylaw.

“**VC**” means VCC-Clark Station.

“VCC” means Vehicle control centre.

“VCI” means VCC-Clark Station inbound platform.

“VCIF” means Vehicle cleaning and inspection facility.

“VCO” means VCC-Clark Station outbound platform.

“Vdc” means volt direct current.

“VESS” means Vehicle emergency stop systems.

“VOBC” means Vehicle on-board controller.

“VSF” means vehicle storage facility.

“WCA” means the *Workers Compensation Act* (British Columbia).

“WHO” means the World Health Organization.

“WIDS” means walkway intrusion detection system.

“WMS” means wayside monitoring system.

“XLPE” means cross-linked polyethelene.

1.3 Reference Documents

- (a) The Reference Documents are referenced in this Agreement by the “Short Form” identified on Appendix A [Reference Documents] to this Schedule.
- (b) Unless expressly set out otherwise, any reference to a Reference Document in this Agreement will be deemed to mean the latest version of that reference Document as at the Financial Submittal Date.
- (c) Notwithstanding Section 1.3(b), if a Reference Document is amended, supplemented or replaced after the Financial Submittal Date, then:
 - (i) if and to the extent that compliance with such amendment, supplement or replacement of or to such Reference Document is required for Project Co’s continued compliance with Laws (the onus of establishing which shall be on Project Co), but without limiting Project Co’s obligation to comply with Laws, the Province shall issue a Province Change to require compliance with such amendment, supplement or replacement of or to such Reference Document and the provisions of Part 7 [Province Changes and Project Co Proposals] shall apply accordingly; and
 - (ii) in all other cases, Project Co shall not be required to comply with such amendment, supplement or replacement of or to such Reference Document

unless the Province has issued a Province Change to require such compliance, in which case the provisions of Part 7 [Province Changes and Project Co Proposals] shall apply accordingly.

- (d) If:
- (i) a Change in Law (as defined in the ATC Supply Contract) occurs after July 9, 2019 and results in extra costs for Project Co in relation to the provision of the ATC Work; or
 - (ii) any amendment, supplement or replacement of or to any codes or standards after July 9, 2019 requires a change to the ATC Technical Requirements, the Reference Documents (as defined under the ATC Supply Contract) or the ATC Work, if and to the extent that compliance with such amendment, supplement or replacement of or to such code or standard is required for Project Co's continued compliance with Laws (the onus of establishing which shall be on Project Co),

then the Province shall issue a Province Change and the provisions of Part 7 [Province Changes and Project Co Proposals] shall apply accordingly.

PART 2 INTERPRETATION

This Agreement will be interpreted according to the following provisions, save to the extent that the context or the express provisions of this Agreement otherwise require:

2.1 [Not Used]

2.2 Waiver of *Contra Proferentum*

The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same, or against the party benefiting from such terms or provisions.

2.3 Headings

The table of contents, headings and sub-headings, and references to them, in this Agreement, are for convenience of reference only, do not constitute a part of this Agreement, and will not be taken into consideration in the interpretation or construction of, or affect the meaning of, this Agreement.

2.4 Cross References

All references to Parts, Articles, Sections, paragraphs and Schedules are references to the relevant Parts, Articles, Sections, paragraphs and Schedules of this Agreement unless reference is made to another Agreement. Without limiting the generality of the foregoing, reference in this Agreement, or in a Schedule of this Agreement, to a Part, Article or Section refers to the applicable Part, Article or Section in this Agreement (excluding the Schedules), unless reference to a Part, Article, Section or paragraph of a particular Schedule to this Agreement is indicated.

2.5 Internal References

The words “**herein**”, “**hereof**” and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Part, Article, Section, paragraph or Schedule of this Agreement.

2.6 Reference to Statutes

Unless a reference to a statute or statutory provisions (including any subordinate legislation) refers expressly to a statute or statutory provision in effect at a particular time (in which case the reference is to the statute or statutory provision in effect at that time), references to any statute or statutory provision (including any subordinate legislation) include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same. References to any statute or statutory provisions include any applicable orders, regulations, bylaws, ordinances, orders, codes of practice, instruments or other subordinate legislation made under the relevant statute or statutory provision.

2.7 Reference to Statutory or Public Duties or Functions

References to statutory or public duties or functions are references to such duties or functions (including powers and discretions) from time to time and include any common law duties and functions (including powers and discretions).

2.8 Reference to Right or Duty of a Governmental Authority

A reference to any right, power, obligation, duty or responsibility of any Governmental Authority or of any board or commission of any Governmental Authority is to the Governmental Authority or the board or commission that, pursuant to Laws, has such right, power, obligation or responsibility at the relevant time.

2.9 Time

- (a) All references to time of day are references to Pacific Standard time or Pacific Daylight Saving time, as the case may be, in Vancouver, British Columbia.
- (b) If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act will be extended to the next Business Day.

2.10 Time of the Essence

Time is of the essence of this Agreement, and remains of the essence in respect of any extension of time given.

2.11 Number

Words importing the singular include the plural and vice versa.

2.12 Gender

Words importing a particular gender include all genders.

2.13 Reference to Office of a Governmental Authority

Each reference to a minister, ministry, office, branch, agency, board, commission or similar body of any Governmental Authority shall be deemed to be a reference to any successor or replacement in function of such minister, ministry, office, branch, agency, board, commission or similar body.

2.14 Reference to Public Organizations

Any reference to a public organization will be deemed to include a reference to any successor(s) to such public organization or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such public organization.

2.15 Persons for Whom Project Co is Responsible

A reference to a person or persons for whom Project Co is in law responsible means and is limited to: the Key Individuals; Project Co's Contracting Affiliates, officers, employees, consultants, agents, professional advisors (including legal and financial advisors) and invitees; any person over whom Project Co could reasonably be expected to exercise control; the Principal Contractors and the Subcontractors and their respective officers, employees, consultants and agents; the Guarantors and their respective officers, employees, consultants and agents; and any other person for whom Project Co is responsible in law or by the terms of this Agreement, but excludes BCIB. For certainty, notwithstanding any arrangement with respect to Employees (as such term is defined in the BCIB-Contractor Agreement and each BCIB-Subcontractor Agreement), as between the Province and Project Co, for the purposes of this Agreement only, all such Employees will be deemed to be "persons for whom Project Co is in law responsible".

2.16 Persons for Whom Province is Responsible

A reference to a person or persons for whom the Province is in law responsible means and is limited to:

- (a) BCTFA and TI Corp, but only in respect of performing functions in relation to the Project, the Project Site, the Project Infrastructure or this Agreement;
- (b) the Province's Representative in its capacity as such under this Agreement; and
- (c) employees, agents, professional advisors (including legal and financial advisors) and contractors of the Province or BCTFA (which may include Third Party Contractors) in all cases only while performing functions of, or on behalf of, the Province or BCTFA in relation to the Project, the Project Site, the Project Infrastructure or this Agreement;

but excludes Project Co and any person for whom Project Co is in law responsible pursuant to Section 2.15 [Persons for Whom Project Co is Responsible] of this Schedule.

2.17 Reference to Legal Entity

Any reference to a corporate or other legal entity includes and is also a reference to any entity that is a successor to such entity.

2.18 Currency

All monetary amounts are expressed in Canadian dollars and all amounts to be calculated and paid pursuant to this Agreement are to be calculated and paid in Canadian dollars.

2.19 [Not Used]

2.20 Costs

Without limiting Section 9.10 [Costs and Expenses], whenever this Agreement obliges the Province to pay any amount to Project Co in respect of any costs, expenses, fees, charges, liabilities, losses, claims or other sums incurred by Project Co:

- (a) such obligation will be construed as applying only to so much of such sums as have been properly incurred on an arm's length commercial basis or, where not incurred on an arm's length commercial basis (including when the payment is made to an Affiliate of Project Co), so much of them as are proper and reasonable; and
- (b) Project Co will, when requested by the Province, provide reasonable supporting evidence of such costs, expenses, fees, charges, liabilities, losses, claims or other sums.

2.21 Knowledge of the Province

The Province will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of the Province's Representative or within the actual knowledge of those of the Province's employees and agents who have responsibilities in connection with the conduct of the Project or the Project Work.

2.22 Knowledge of Project Co

Without limiting the extent of its actual knowledge, Project Co shall for all purposes of this Agreement be deemed to have such knowledge in respect of the Project and the Project Work as is held (or ought reasonably to be held) by all persons involved in carrying out the Project and the Project Work including Project Co, the Principal Contractors, any Subcontractors, and their respective officers, employees, consultants and agents, any other persons for whom the Primary Contractor is in law responsible and any Proponent Team Member of the Preferred Proponent (as such terms are defined in the Request for Proposals).

2.23 Performance to Standards

Any requirement for any thing or action to be "in accordance with", "in conformity with" or "in compliance with" any standard, code, criteria, specification, guideline or other requirement or stipulation, and any requirement expressed using words or phrases of similar import, means that such thing or action

is to exceed or at least equal that standard, code, criteria, specification, guideline or other requirement or stipulation.

2.24 Words of Inclusion; Mandatory Provisions

- (a) The words “**include**”, “**includes**” or “**including**” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” and “including” shall not be considered to set forth an exhaustive list.
- (b) The words “**will**” and “**shall**” are synonymous with each other and used interchangeably herein to designate a mandatory requirement or obligation, as applicable.

2.25 General Meanings Not Restricted

General words are not given a restrictive meaning:

- (a) if they are introduced by the word “other”, by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
- (b) by reason of the fact that they are followed by particular examples intended to be embraced by those general words.

2.26 Trade Meanings

Unless otherwise defined in this Agreement or the context otherwise requires, words or abbreviations which have well-known and accepted trade meanings are used in accordance with those meanings.

2.27 Decisions of the Province

Where in this Agreement:

- (a) the Province, BCTFA, the Minister or the Province’s Representative is entitled to make a decision or determination, or to grant or withhold any consent, approval or acceptance or to exercise any judgement (in this Section 2.27, any such decision, determination, grant, withholding or exercise is referred to as a “**Province Decision**”), “in its discretion” or “in the discretion” of the Province, BCTFA, the Minister or the Province’s Representative, as the case may be, or words of similar import; or
- (b) the Province, BCTFA, the Minister or the Province’s Representative is entitled to make a Province Decision and there is neither express language conferring discretion as contemplated by Section 2.27(a) of this Schedule nor express language requiring the Province, BCTFA, the Minister or the Province’s Representative, as the case may be, to act reasonably or not to act unreasonably,

the Province, BCTFA, the Minister or the Province’s Representative, as the case may be, shall be entitled to make the relevant Province Decision in its sole, absolute, unfettered and subjective discretion.

2.28 All Reasonable Efforts

- (a) The expression “**all reasonable efforts**”, when used in connection with an obligation of Project Co, means taking all reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account Project Co’s obligations hereunder to mitigate delays and additional costs to the Province and BCTFA, and in any event taking no less steps and efforts than those that would be taken by a reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person’s own benefit.
- (b) The expression “**all reasonable efforts**”, when used in connection with an obligation of the Province or BCTFA, means taking all reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account the obligations of the Province or BCTFA, as the case may be, hereunder to mitigate delays and additional costs to Project Co, and in any event taking no less steps and efforts than those that would be taken by a reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person’s own benefit, provided that the foregoing shall not require the Province or BCTFA to:
- (i) take any action which is contrary to the public interest or decline, refrain or abstain from taking any action which is in the public interest, as determined by the Province or BCTFA in its discretion;
 - (ii) exercise or refrain, decline or abstain from exercising any statutory or administrative law power, authority or discretion; or
 - (iii) undertake any mitigation measure that might be available arising out of its status as the Crown or as a legislative or public body that would not normally be available to a private commercial party.

2.29 Accounting Terms

All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with GAAP, consistently applied.

2.30 Severability

Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavour in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

2.31 No Derogation from Laws

No provision of this Agreement is intended to derogate from or be inconsistent with or in conflict with any Laws and no provision of this Agreement shall be interpreted in a manner as to result in any such derogation, inconsistency or conflict and, if any such provision is found by a court of competent jurisdiction to be inconsistent with or in conflict with any Laws, the applicable Laws will prevail and such provision will be read down or rendered inoperative (either generally or in such particular situation, as appropriate), to the extent of such conflict or inconsistency, as the case may be and, if any such provision is found by a court of competent jurisdiction to derogate from any Laws, then such provision will be read down or rendered inoperative (either generally or in such particular situation, as appropriate) to the extent of the derogation.

2.32 [Not Used]

2.33 Principles for Resolving Conflicts within Documents

In the case of any conflict, ambiguity or inconsistency between or among any of the provisions within the main body of this Agreement or any of the Schedules hereto, including any conflict, ambiguity or inconsistency between or among any of the provisions within any of the Project Requirements, the following principles will apply unless the matter is expressly addressed elsewhere in this Agreement:

- (a) in the case of any conflict, ambiguity or inconsistency relating to the quality, manner or method of performing the Project Work, the provisions (including any part of the Proposal Extracts) establishing the higher quality, manner or method of performing the Project Work, using the more stringent standards, or the broader scope of the Project Work will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, durability, performance and service will govern;
- (b) in the case of any conflict, ambiguity or inconsistency relating to the application of any codes and standards referred to in the Project Requirements, Project Co shall promptly provide the Province's Representative with written notice including full particulars of the conflict, ambiguity or inconsistency and the conflict, ambiguity or inconsistency shall be resolved in accordance with a written direction given by the Province to Project Co, which shall be given as soon as reasonably practicable after receipt by the Province's Representative of such notice from Project Co;
- (c) in the case of any conflict, ambiguity or inconsistency between or among the Proposal Extracts and any other provision of this Agreement, the provision of this Agreement or the relevant part or parts thereof shall prevail unless in the discretion of the Province, and by written direction given by the Province to Project Co (which direction shall be given as soon as reasonably practicable after, and in any event within 15 Business Days after, the Province's Representative receives written notice of such conflict, ambiguity or inconsistency from Project Co), the Province confirms that the relevant Proposal Extract or the relevant part or parts thereof shall prevail; and
- (d) in the case of any dispute regarding other conflict, ambiguity or inconsistency, the dispute will be resolved in accordance with the Dispute Resolution Procedure applying accepted rules of contract interpretation.

2.34 No Additional Payments or Time

Project Co will not be entitled to any additional payment, reduction in any payment to be made by Project Co or extension of time under this Agreement as a result of the existence of any conflict, ambiguity or inconsistency referred to in Section 2.33 [Principles for Resolving Conflicts within Documents] of this Schedule or as a result of giving effect to any resolution of any such conflict, ambiguity or inconsistency pursuant to Section 2.33 [Principles for Resolving Conflicts within Documents] of this Schedule (whether by the terms of Section 2.33 [Principles for Resolving Conflicts within Documents] of this Schedule, by agreement between the Province and Project Co, or pursuant to the Dispute Resolution Procedure).

2.35 Financial Model

Except where expressly referred to, the Financial Model and its contents shall not be used to interpret this Agreement or the other Province Project Documents and shall not affect the meaning of this Agreement or the other Province Project Documents.

**APPENDIX A
REFERENCE DOCUMENTS**

Short Form	Full Name
28 CFR Appendix A to Part 36 Americans with Disabilities Act (ADA) Accessibility Guidelines	United States Code of Federal Regulations, <i>Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities</i> 28 CFR 36
AAMA "Metal Curtain Wall, Window, Storefront and Entrance Guide Specifications Manual"	American Architectural Manufacturers Association, <i>Metal Curtain Wall, Window, Storefront and Entrance Guide Specifications Manual</i>
AAMA 2605	American Architectural Manufacturers Association, <i>AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels</i>
AAMA 501.2	American Architectural Manufacturers Association, <i>AAMA 501.2 - Methods of Test for Exterior Walls</i>
AAMA 508	American Architectural Manufacturers Association, <i>AAMA 508 - Voluntary Test Method and Specification for Pressure Equalized Rain Screen Wall Cladding Systems</i>
AAMA 509	American Architectural Manufacturers Association, <i>AAMA 509 - Voluntary Test and Classification Method for Drained and Back Ventilated Rain Screen Wall Cladding Systems.</i>
AAMA 620	American Architectural Manufacturers Association, <i>AAMA 620 - Voluntary Specification for High Performance Organic Coatings on Coil, Coated Architectural Aluminum</i>
AAMA 800	American Architectural Manufacturers Association, <i>AAMA 800-16 Voluntary Specifications and Test Methods for Sealants</i>
AASHTO LRFD Bridge Design Specifications	American Association of State Highway and Transportation Officials, <i>AASHTO LRFD Bridge Design Specifications, 8th Edition</i>
AASHTO LRFD Road Tunnel Design and Construction Guide Specifications	American Association of State Highway and Transportation Officials, <i>LRFD Road Tunnel Design and Construction Guide Specifications, 1st Edition</i>
AASHTO LRFD Seismic Bridge Design	American Association of State Highway and Transportation Officials, <i>AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition, with 2012, 2014, and 2015 Interim Revisions</i>
AASHTO Standard Specifications	American Association of State Highway and Transportation Officials, <i>AASHTO Standard Specifications for Highway Bridges, 17th Edition</i>
AC25	International Code Council Evaluation Service (ICC-ES), <i>AC25 5-2018 Acceptance Criteria for Metal Composite Material</i>
ACI 301	American Concrete Institute, <i>ACI 301 Specifications for Structural Concrete</i>
ACI 303.1	American Concrete Institute, <i>ACI 303.1 Specification for Cast-in-Place Architectural Concrete</i>
ACI 308.1	American Concrete Institute, <i>ACI 308.1 Guide to Curing Concrete</i>
ACI 506.1R-08	American Concrete Institute, <i>ACI 506.1R-08 Guide to Fiber-Reinforce Shotcrete</i>
ACI 506.2	American Concrete Institute, <i>ACI 506.2 Specification for Shotcrete (2013)</i>
ACI 506.R-16	American Concrete Institute, <i>AC 506R-16 Guide to Shotcrete</i>
ACI 530.1-92/ASCE 6-92/TMS 602-92	American Concrete Institute, <i>ACI 530.1-92/ASCE 6-92/TMS 602-92 Specifications for Masonry Structure</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ACI 544.7R-16 - Report on Design and Construction of Fiber-Reinforced Precast Concrete Tunnel Segments	American Concrete Institute, <i>ACI 544.7R-16 Report on Design and Construction of Fiber-Reinforced Precast Concrete Tunnel Segments</i>
AHRI - Air Conditioning, Heating and Refrigeration Institute	Air Conditioning, Heating and Refrigeration Institute, all applicable codes and standards
Aluminum Association alloy 6061	Aluminum Association (AA), AA6061
Aluminum Association alloy 6063	Aluminum Association (AA), AA6063
AA-C22-A42	Aluminum Association (AA), AA-C22-A42- <i>Anodized Integral Color Coatings - Class II.</i>
AA-C22-A44	Aluminum Association (AA), AA-C22-A44- <i>Electrolytically deposited color (2-step) - Class I.</i>
AIAA Guide for the Verification and Validation of Computational Fluid Dynamics Simulations	AIAA Guide for the Verification and Validation of Computational Fluid Dynamics Simulations
AMCA 99	Air Movement and Control Association, <i>AMCA 99 Standards Handbook</i>
AMCA 204	Air Movement and Control Association, <i>AMCA Standard 204 Balance Quality and Vibration Levels for Fans</i>
AMCA 210	Air Movement and Control Association, <i>AMCA 210 Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating</i>
AMCA 211-05	Air Movement and Control Association, <i>AMCA 211-05 Certified Ratings Program Product Rating Manual for Air Fan Performance</i>
AMCA 250	Air Movement and Control Association, <i>AMCA 250 Laboratory Methods of Testing Jet Tunnel Fans for Performance</i>
AMCA 300	Air Movement and Control Association, <i>AMCA Standard 300, Reverberant Room Method for Sound Testing of Fans</i>
AMCA 311	Air Movement and Control Association, <i>AMCA Publication 311 Certified Ratings Program – Product Rating Manual for Fan Sound Performance</i>
AMCA 330	Air Movement and Control Association, <i>AMCA Standard 330 Laboratory Method of Testing to Determine the Sound Power in a Duct</i>
ANSI - American National Standards Institute	American National Standards Institute, all applicable codes and standards
ANSI 405	American National Standards Institute, <i>ANSI 405 Adhesives for Use in Structural Glued Laminated Timber</i>
ANSI A108	American National Standards Institute, <i>ANSI A108/A118/A136.1:2017 American National Specifications For The Installation Of Ceramic Tile - Version 2017.3</i>
ANSI A108/A118/A136.1	American National Standards Institute, <i>ANSI A108/A118/A136.1:2017 American National Specifications For The Installation Of Ceramic Tile - Version 2017.3</i>
ANSI A118	American National Standards Institute, <i>ANSI A108/A118/A136.1:2017 American National Specifications For The Installation Of Ceramic Tile - Version 2017.3</i>
ANSI A137.1/A326.3	American National Standards Institute, <i>ANSI A137.1/A326.3 Method for Measuring Dynamic Coefficient of Friction of Hard Surface Flooring Materials.</i>
ANSI A190.1	American National Standards Institute, <i>ANSI A190.1 Structural Glue Laminated Timber</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ANSI C 1288	ASTM International, ASTM C1288-17 <i>Standard Specification for Fiber-Cement Interior Substrate Sheets</i>
ANSI C34.2, American National Standards Institute, Practices and Requirements for Semiconductor Power Rectifiers	American National Standards Institute, <i>ANSI 34.2 Practices and Requirements for Semiconductor Power Rectifiers</i>
ANSI C37.57, American National Standards Institute, Switchgear – Metal-Enclosed Interrupter Switchgear Assemblies - Conformance Testing	American National Standards Institute, <i>NEMA - ANSI C37.57 For Switchgear - Metal-Enclosed Interrupter Switchgear Assemblies - Conformance Testing</i>
ANSI D3737	American National Standards Institute, <i>ANSI D3737 Establishing Allowable Properties for Structural Glued Laminated Timber (Glulam)</i>
ANSI Z35.1, Specifications for Accident Prevention Signs	American National Standards Institute, <i>ANSI Z35.1 Specifications for Accident Prevention Signs</i>
ANSI/AAMA 302.9	American Architectural Manufacturers Association AAMA 302.9 : 1977 <i>Voluntary Specifications - Aluminum Prime Windows - Section 1 - General Requirements</i>
ANSI/APA PRG 320	Engineered Wood Association, <i>ANSI/APA PRG 320 Standard for Performance-Rated Cross-Laminated Timber</i>
ANSI/ASHRAE Standard 55	ANSI/ASHRAE Standard 55: Thermal Environmental Conditions for Human Occupancy
ANSI/ASHRAE Standard 62.1	ANSI/ASHRAE Standard 62.1, "Ventilation for Acceptable Indoor Air Quality"
ANSI/ASHRAE/IESNA Standard 90.1	American Society of Heating, Refrigerating and Air-Conditioning Engineers, <i>ANSI/ASHRAE/IES Standard 90.1-2016 -- Energy Standard for Buildings Except Low-Rise Residential Buildings</i>
ANSI/ASHRAE Standard 111	ANSI/ASHRAE 111 Measurement, Testing, Adjusting And Balancing Of Building HVAC Systems
ANSI/BHMA A 156.5	Builders Hardware Manufacturers Association, <i>ANSI/BHMA A156.5 Cylinders and Input Devices for Locks</i>
ANSI/IEC 60529	International Electrotechnical Commission, <i>ANSI/IEC 60529, Degrees of Protection Provided by Enclosures (IP Code)</i>
ANSI/SPRI ES-1-2003	Single Ply Roofing Industry, <i>ANSI/SPRI ES-1-2003, Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems</i>
APTA guidelines for heavy duty transit escalators	American Public Transit Association, <i>APTA-RT-EE-RP-001-02 Heavy-Duty Transportation System Escalator Design Guidelines (2011)</i>
Archaeological Impact Assessment Guidelines	BC Ministry of Small Business, Tourism and Culture, Archaeology Branch <i>BC Archaeological Impact Assessment Guidelines</i> , Revised October 1998.
AREMA	American Railway Engineering and Maintenance-of-Way Association, all applicable trackwork design standards
ASCE 7	American Society of Civil Engineers, <i>ASCE/SEI 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures</i>
ASHRAE 52.2	American Society of Heating, Refrigerating and Air-Conditioning Engineers, <i>ASHRAE 52.2-2017 Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ASHRAE Handbooks - American Society of Heating, Refrigeration and Air Conditioning Engineers	American Society of Heating, Refrigerating and Air-Conditioning Engineers, all applicable handbooks
ASHRAE Handbooks - American Society of Heating, Refrigeration and Air Conditioning Engineers, British Columbia Chapter	American Society of Heating, Refrigerating and Air-Conditioning Engineers, all applicable handbooks
ASME - American Society of Mechanical Engineers	American Society of Mechanical Engineers, all applicable codes and standards
ASME A17.1/CSA-B44	American Society of Mechanical Engineers, <i>ASME A17.1/CSA-B44, Safety Code for Elevators and Escalators</i>
ASME A17.2	American Society of Mechanical Engineers, <i>ASME A17.2 Guide for Inspection of Elevators, Escalators and Moving Walks</i>
ASME A17.5/CSA B44.1	American Society of Mechanical Engineers, <i>ASME A17.5/CSA B44.1 Elevator and Escalator Electrical Equipment</i>
ASME A17.7/CSA B44.7	American Society of Mechanical Engineers, <i>ASME A17.7/CSA B44.7 Performance-Based Safety Code for Elevators and Escalators</i>
ASTM - American Society for Testing and Materials	ASTM International, all applicable codes and standards
ASTM 1597M-04	ASTM International, <i>ASTM 1597M-04 Standard Specification for Gypsum Wallboard (Hard Metric Sizes)</i>
ASTM 276/A276M	ASTM International, <i>ASTM 276/A276M Stainless Steel Bars and Shapes</i>
ASTM A 666	ASTM International, <i>ASTM A666-15 Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar</i>
ASTM A1008, A1008M	ASTM International, <i>A1008M Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable</i>
ASTM A1011/A1011M	ASTM International, <i>ASTM A1011/A1011M, Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength</i>
ASTM A1016/A1016M	ASTM International, <i>ASTM A1016/A1016M General Requirements for Ferritic Alloy Steel, Austenitic Alloy Steel, and Stainless Steel Tubes</i>
ASTM A1064/A1064M	ASTM International, <i>ASTM A1064/A1064M, Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete</i>
ASTM A1064M	ASTM International, <i>ASTM A1064/A1064M-18a Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete</i>
ASTM A123/A123M	ASTM International, <i>ASTM A123/A123M, Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products</i>
ASTM A153/A153M	ASTM International, <i>ASTM A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.</i>
ASTM A185	ASTM International, <i>ASTM A185/A185M-07 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete</i>
ASTM A229	ASTM International, <i>ASTM A229 Steel wire, oil-tempered for mechanical springs</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ASTM A240/A240M	ASTM International, <i>ASTM A240/A240M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products</i>
ASTM A325-04	ASTM International, <i>ASTM A325-04 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength</i>
ASTM A326.3	ASTM International, <i>ASTM A326.3 Method for Measuring Dynamic Coefficient of Friction of Hard Surface Flooring Materials</i>
ASTM A36/A36M	ASTM International, <i>ASTM A36/A36M, Carbon Structural Steel.</i>
ASTM A385/A385M	ASTM International, <i>ASTM A385/A385M Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)</i>
ASTM A424	ASTM International, <i>ASTM A424/A424M-18 Standard Specification for Steel, Sheet, for Porcelain Enameling</i>
ASTM A480/480M	ASTM International, <i>ASTM A480/480M, General Requirements for Flat Rolled Stainless and Heat Resisting Steel Plate, Sheet, and Strip</i>
ASTM A490	ASTM International, <i>ASTM A490-14a Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength</i>
ASTM A500	ASTM International, <i>ASTM A500 Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes</i>
ASTM A501	ASTM International, <i>ASTM A501 Hot Formed Welded and Seamless Carbon Steel Structural Tubing.</i>
ASTM A525-80A G90	ASTM International, <i>ASTM A525-93 Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process</i>
ASTM A53/A53M	ASTM International, <i>ASTM A53/A53M, Pipe, Steel, Black and Hot Dipped Zinc Coated, Welded and Seamless.</i>
ASTM A554	ASTM International, <i>ASTM A554 Welded Stainless Steel Tubing</i>
ASTM A653/A653M	ASTM International, <i>ASTM A653/A653M Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc Iron Alloy Coated (Galvannealed) by the Hot Dip Process</i>
ASTM A743/A743M	ASTM International, <i>ASTM A743/A743M Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant for General Application</i>
ASTM A755/A755M-03	ASTM International, <i>ASTM A755/A755M-03 Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products</i>
ASTM A780/A780M	ASTM International, <i>ASTM A780/A780M Repair of Damaged and Uncoated Areas of Hot-Dip Galvanised Coatings</i>
ASTM A792/A792M-06	ASTM International, <i>ASTM A792/A792M-06 Standard Specification for Steel Sheet, 55% Aluminum Zinc Alloy Coated by the Hot-Dip Process</i>
ASTM A90/A90M	ASTM International, <i>ASTM A90/A90M Standard test Method for Weight [Mass] of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings</i>
ASTM A924/A924M	ASTM International, <i>ASTM A924/A924M Standard Specification for General Requirements for Sheet Steel, Metallic Coated by the Hot Dip Process</i>
ASTM A999/A999M	ASTM International, <i>ASTM A999/A999M General Requirements for Alloy and Stainless Steel Pipe</i>
ASTM B117	ASTM International, <i>ASTM B117, Standard Practice for Operating Salt Spray (Fog) Apparatus.</i>
ASTM B169/B169M	ASTM International, <i>ASTM B169/B169M, Aluminum Bronze Sheet, Strip, and Rolled Bar</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ASTM B209	ASTM International, <i>ASTM B209 Aluminum and Aluminum-Alloy Sheet and Plate</i>
ASTM B211M	ASTM International, <i>ASTM B211M Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes (Metric)</i>
ASTM B221	ASTM International, <i>ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wires, Shapes and Tubes</i>
ASTM B429/B429M	ASTM International, <i>ASTM B429/B429M-10e1 Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube</i>
ASTM B85-03	ASTM International, <i>ASTM B85-03 Standard Specification for Aluminum-Alloy Die Castings</i>
ASTM C1002 07	ASTM International, <i>ASTM C1002 07 Steel Drill Screws for the Application of Gypsum Board</i>
ASTM C1028	ASTM International, <i>ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other like Surfaces by the Horizontal Dynamometer Pull-Meter Method</i>
ASTM C1087	ASTM International, <i>ASTM C1087 Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems</i>
ASTM C109	ASTM International, <i>ASTM C109 Compressive Strength of Hydraulic Cement Mortars</i>
ASTM C1107/C1107M	ASTM International, <i>ASTM C1107/C1107M Packaged Dry, Hydraulic-Cement Grout (Nonshrink)</i>
ASTM C1115	ASTM International, <i>ASTM C1115 Standard Specification for Dense Elastomeric Silicone Rubber Gaskets and Accessories</i>
ASTM C1177/C1177M-08	ASTM International, <i>ASTM C1177/C1177M-08 Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing</i>
ASTM C1184	ASTM International, <i>ASTM C1184 Standard Specification for Structural Silicone Sealants</i>
ASTM C1330	ASTM International, <i>ASTM C1330 Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants</i>
ASTM C1396/C1396M-06a	ASTM International, <i>ASTM C1396/C1396M-06a Standard Specification for Gypsum Board</i>
ASTM C1401	ASTM International, <i>ASTM C1401 Standard Guide for Structural Sealant Glazing</i>
ASTM C241-90	ASTM International, <i>ASTM C241-90(2005) Standard Test Method for Abrasion Resistance of Stone Subjected to Foot Traffic</i>
ASTM C309	ASTM International, <i>ASTM C309-11 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete</i>
ASTM C321	ASTM International, <i>ASTM C321 Standard Test Method for Bond Strength of Chemical-Resistant Mortars</i>
ASTM C404	ASTM International, <i>ASTM C404 Aggregates for Masonry Grout</i>
ASTM C423	ASTM International, <i>ASTM C423-17 Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method</i>
ASTM C501	ASTM International, <i>ASTM C501 Standard Test Method for Relative Resistance to Wear of Unglazed Ceramic Tile by Taber Abraser</i>
ASTM C509	ASTM International, <i>ASTM C509 Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ASTM C551	ASTM International, <i>ASTM C551/C551M Standard Specification for Asbestos-Cement Fiberboard Insulating Panels</i>
ASTM C627	ASTM International, <i>ASTM C627-18 Standard Test Method for Evaluating Ceramic Floor Tile Installation Systems Using the Robinson-Type Floor Tester</i>
ASTM C648-04	ASTM International, <i>ASTM C648-04 Standard Test Method for Breaking Strength of Ceramic Tile</i>
ASTM C704	ASTM International, <i>ASTM C704/C704M-15e Standard Test Method for Abrasion Resistance of Refractory Materials at Room Temperature</i>
ASTM C827	ASTM International, <i>ASTM C827 Early Volume Change of Cementitious Mixtures</i>
ASTM C836	ASTM International, <i>ASTM C836/C836M-18 Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course</i>
ASTM C836-00	ASTM International, <i>ASTM C836-00 Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course</i>
ASTM C864	ASTM International, <i>ASTM C864 Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers</i>
ASTM C90	ASTM International, <i>ASTM C90 Standard Specification for Loadbearing Concrete Masonry Units</i>
ASTM C920	ASTM International, <i>ASTM C920 Elastomeric Joint Sealants.</i>
ASTM C920	ASTM International, <i>ASTM C920-18 Standard Specification for Elastomeric Joint Sealants</i>
ASTM C94	ASTM International, <i>ASTM C94/C94M-18 Standard Specification for Ready-Mixed Concrete</i>
ASTM C989	ASTM International, <i>ASTM C989/C989M-18a Standard Specification for Slag Cement for Use in Concrete and Mortars</i>
ASTM CI71	ASTM International, <i>ASTM CI71 Specification for Sheet Materials for Curing Concrete</i>
ASTM D1037	ASTM International, <i>ASTM D1037-12, Standard Test Methods for Evaluating Properties of Wood-Base Fiber and Particle Panel Materials</i>
ASTM D1044	ASTM International, <i>ASTM D1044 Test Method for Resistance of Transparent Plastic to Surface Abrasion</i>
ASTM D1308	ASTM International, <i>ASTM D1308 - Effect of Household Chemicals on Clear and Pigmented Organic Finishes</i>
ASTM D1434	ASTM International, <i>ASTM D1434 - 82(2015)e1 Standard Test Method for Determining Gas Permeability Characteristics of Plastic Film and Sheeting</i>
ASTM D1621	ASTM International, <i>ASTM D1621 Standard Specification for Compressive Properties of Rigid Cellular Plastics</i>
ASTM D1735	ASTM International, <i>ASTM D1735 Method for Water Fog Testing of Organic Coatings.</i>
ASTM D1761	ASTM International, <i>ASTM D1761 Standard Test Method for Mechanical Fasteners in Wood</i>
ASTM D1777	ASTM International, <i>ASTM D1777-96(2015) Standard Test Method for Thickness of Textile Materials</i>
ASTM D1781	ASTM International, <i>ASTM D1781 Climbing Drum Peel Test for Adhesives</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ASTM D1864/D1864M	ASTM International, <i>ASTM D1864/D1864M Standard Test Method for Moisture in Mineral Aggregate Used on Built-Up Roofs</i>
ASTM D1929	ASTM International, <i>ASTM D1929 Standard Test Method for Determining Ignition Temperature of Plastics</i>
ASTM D2047	ASTM International, <i>ASTM D2047 Standard Test Method for Evaluating the Standard Coefficient of Friction of Polish-Coated Flooring Surfaces</i>
ASTM D2244	ASTM International, <i>ASTM D2244-16 Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates</i>
ASTM D2247	ASTM International, <i>ASTM D2247 Practice for Testing Water Resistance of Coatings in 100 percent Relative Humidity</i>
ASTM D2486-00	ASTM International, <i>ASTM D2486-00 Standard Test Methods for Scrub Resistance of Wall Paints</i>
ASTM D2559	ASTM International, <i>ASTM D2559 Adhesives for Bonded Structural Wood products for Use Under Exterior Exposure Conditions</i>
ASTM D2794	ASTM International, <i>ASTM D2794 Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).</i>
ASTM D2842	ASTM International, <i>ASTM D2842 Standard Specification for Water Absorption of Rigid Cellular Plastics</i>
ASTM D3273	ASTM International, <i>ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber</i>
ASTM D3359	ASTM International, <i>ASTM D3359 Standard Test Methods for Measuring Adhesion by Tape Test</i>
ASTM D3359	ASTM International, <i>ASTM D3359 Methods for Measuring Adhesion by Tape Test</i>
ASTM D3363	ASTM International, <i>ASTM D3363 Method for Film Hardness by Pencil Test</i>
ASTM D4060	ASTM International, <i>ASTM D4060 Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser</i>
ASTM D412	ASTM International, <i>ASTM D412-16 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension</i>
ASTM D4214	ASTM International, <i>ASTM D4214-07(2015) Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films</i>
ASTM D4263	ASTM International, <i>ASTM D4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method</i>
ASTM D4414	ASTM International, <i>ASTM D4414 Standard Practice for Measurement of Wet Film Thickness by Notch Gages</i>
ASTM D4417	ASTM International, <i>ASTM D4417 Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel</i>
ASTM D4491	ASTM International, <i>ASTM D4491/D4491M-17 Standard Test Methods for Water Permeability of Geotextiles by Permittivity</i>
ASTM D4533	ASTM International, <i>ASTM D4533/D4533M-15 Standard Test Method for Trapezoid Tearing Strength of Geotextiles</i>
ASTM D4541	ASTM International, <i>ASTM D4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers</i>
ASTM D4585	ASTM International, <i>ASTM D4585 Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
ASTM D4632	ASTM International, <i>ASTM D4632/D4632M-15a Standard Test Method for Grab Breaking Load and Elongation of Geotextiles</i>
ASTM D4716	ASTM International, <i>ASTM D4716/D4716M-14 Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head</i>
ASTM D4751	ASTM International, <i>ASTM D4751-16 Standard Test Methods for Determining Apparent Opening Size of a Geotextile</i>
ASTM D4833	ASTM International, <i>ASTM D4833/D4833M-07(2013)e1 Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products</i>
ASTM D4879-08	ASTM International, <i>ASTM D4879-08 Standard Guide for Geotechnical Mapping of Large Underground Openings in Rocks</i>
ASTM D522	ASTM International, <i>ASTM D522 Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings</i>
ASTM D523	ASTM International, <i>ASTM D523 Standard Test Method for Specular Gloss</i>
ASTM D543	ASTM International, <i>ASTM D543 Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents</i>
ASTM D570	ASTM International, <i>ASTM D570 Standard Test Method for Water Absorption of Plastics</i>
ASTM D5894	ASTM International, <i>ASTM D5894 Standard Practice for Cyclic Salt Fog/UV Exposure of Painted Metal (Alternating Exposures in a Fog/Dry Cabinet and a UV/Condensation Cabinet)</i>
ASTM D610	ASTM International, <i>ASTM D610 Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces</i>
ASTM D635	ASTM International, <i>ASTM D635 Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position</i>
ASTM D638	ASTM International, <i>ASTM D638 Standard Test Method for Tensile Properties of Plastics</i>
ASTM D660	ASTM International, <i>ASTM D660 Standard Test Method for Evaluating Degree of Checking of Exterior Paints</i>
ASTM D661	ASTM International, <i>ASTM D661 Standard Test Method for Evaluating Degree of Cracking of Exterior Paints</i>
ASTM D6878	ASTM International, <i>ASTM D6878 Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing</i>
ASTM D695	ASTM International, <i>ASTM D695 Standard Test Method for Compressive Properties of Rigid Plastics</i>
ASTM D7091	ASTM International, <i>ASTM D7091 Standard Practice for Non-destructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals</i>
ASTM D714	ASTM International, <i>ASTM D714 Standard Test Method for Evaluating Degree of Blistering of Paints</i>
ASTM D751	ASTM International, <i>ASTM D751-19 Standard Test Methods for Coated Fabrics</i>
ASTM D790	ASTM International, <i>ASTM D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
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Short Form	Full Name
ASTM D822	ASTM International, <i>ASTM D822 Practice for Operating Light and Water Exposure Apparatus (Carbon-Arc Type) for Testing Paint, Varnish, Lacquer, and Related Products</i>
ASTM D897	ASTM International, <i>ASTM D897 Standard Test Method for Tensile Properties of Adhesive Bonds</i>
ASTM E136	ASTM International, <i>ASTM E136 Standard Test Method for Assessing Combustibility of Materials</i>
ASTM E154	ASTM International, <i>ASTM E154/E154M-08a(2013)e1 Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover</i>
ASTM E1996	ASTM International, <i>ASTM E1996 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes</i>
ASTM E283	ASTM International, <i>ASTM E283 Rate of Leakage through Exterior Windows, Curtain Walls, and Doors</i>
ASTM E283	ASTM International, <i>ASTM E283 Standard Test Method for Determining Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors</i>
ASTM E330	ASTM International, <i>ASTM E330 Structural Performance of Exterior Windows, Curtain Walls, and Doors Under the Influence of Wind Loads</i>
ASTM E330	ASTM International, <i>ASTM E330 Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference</i>
ASTM E331	ASTM International, <i>ASTM E 331- 00(2016) Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference</i>
ASTM E331	ASTM International, <i>ASTM E331 Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference</i>
ASTM E477	ASTM International, <i>ASTM E477 - 13e1 Standard Test Method for Laboratory Measurements of Acoustical and Airflow Performance of Duct Liner Materials and Prefabricated Silencers</i>
ASTM E488	ASTM International, <i>ASTM E488/E488M-18 Standard Test Methods for Strength of Anchors in Concrete Elements</i>
ASTM E488/E488M	ASTM International, <i>ASTM E488/E488M Strength of Anchors in Concrete Elements</i>
ASTM E648	ASTM International, <i>ASTM E648 Test Method for Critical Radiant Flux of Floor Covering Utilizing Radiant Energy Source</i>
ASTM E662	ASTM International, <i>ASTM E662 Test Method for Specific Optical Density of Smoke Generated by Solid Materials</i>
ASTM E795-92	ASTM International, <i>ASTM E795-92 Standard Practices for Mounting Test Specimens During Sound Absorption Tests</i>
ASTM E84	ASTM International, <i>ASTM E84 Surface Burning Characteristics of Building Materials</i>
ASTM E84	ASTM International, <i>ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials</i>
ASTM E935	ASTM International, <i>ASTM E935 Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings</i>

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Short Form	Full Name
ASTM E96	ASTM International, <i>ASTM E96/E96M-16 Standard Test Methods for Water Vapor Transmission of Materials</i>
ASTM E985	ASTM International, <i>ASTM E985 Permanent Metal Railing Systems and Rails for Buildings</i>
ASTM F1267	ASTM International, <i>ASTM F1267 Metal, Expanded, Steel</i>
ASTM F1303	ASTM International, <i>ASTM F1303 Standard Specifications for Vinyl Sheet Floor Covering with Backing</i>
ASTM F150	ASTM International, <i>ASTM F150 Test Method for Electrical Resistance of Conductive and Static Dissipative Resilient Flooring</i>
ASTM F1869	ASTM International, <i>ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride</i>
ASTM F2170	ASTM International, <i>ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in-situ Probes</i>
ASTM F3125	ASTM International, <i>ASTM F3125/F3125M-18 Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength</i>
ASTM F609	ASTM International, <i>ASTM F609 Standard Testing Method for Using a Horizontal Pull Slipmeter (HPS)</i>
ASTM F710	ASTM International, <i>ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring</i>
ASTM F970	ASTM International, <i>ASTM F970 Test Method for Static Loading</i>
ASTM G155	ASTM International, <i>ASTM G155-13 Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials</i>
ASTM G23	ASTM International, <i>ASTM G23-96 Practice for Operating Light-Exposure Apparatus (Carbon-Arc Type) With and Without Water for Exposure of Nonmetallic Materials</i>
ASTM standards as appropriate	ASTM International, all relevant standards
AWS specifications	American Welding Society, all applicable codes and standards
BC Ambient Air Quality Objectives	Province of British Columbia <i>British Columbia Ambient Air Quality Objectives</i> Updated May 9, 2018
BC Crane Operators Certificate	BC Crane Safety, <i>BC Crane Operators Certificate</i>
BC Ministry of Transportation Guidelines for the Operation of Changeable Message Signs (CMSs) and Portable Changeable Message Signs (PCMSs)	BC Ministry of Transportation and Infrastructure, <i>Guidelines for the Operation of Changeable Message Signs (CMSs) and Portable Changeable Message Signs (PCMSs)</i> (6 September 2006)
BC Ministry of Transportation Manual of Standard Traffic Signs and Pavement Markings	BC Ministry of Transportation and Infrastructure, <i>Manual of Standard Traffic Signs & Pavement Markings</i> (September 2000)
BC Ministry of Transportation Technical Circulars and Technical Bulletins	BC Ministry of Transportation and Infrastructure, all applicable technical circulars and technical bulletins
BC Ministry of Transportation Traffic Management Manual	BC Ministry of Transportation and Infrastructure, <i>Traffic Management Manual for Work on Roadways (2015 Office Edition, Interim)</i>

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Short Form	Full Name
BC Ministry of Transportation and Infrastructure's "Manual of Control of Erosion and Shallow Slope Movement"	BC Ministry of Transportation and Highways, <i>Manuals of Control of Erosion and Shallow Slope Movement</i> , (1997)
BC MoTI Standard Specifications for Highway Construction (2016)	BC Ministry of Transportation and Infrastructure, <i>Standard Specifications for Highway Construction Volume 1</i> and/or <i>Standard Specifications for Highway Construction Volume 2</i> (2016)
BC Supplement to CAN/CSA-S6	BC Ministry of Transportation and Infrastructure, <i>Bridge Standards and Procedures Manual, Volume 1, Supplement to CHBDC S6-14</i>
BC Supplement to TAC Geometric Design Guide	BC Ministry of Transportation and Infrastructure, <i>BC Supplement to TAC Geometric Design Guide, 2019 3rd edition (24 April 2019)</i>
BC Workers Compensation Act	<i>Workers Compensation Act</i> , RSBC 1996 c 492
BCFC - BC Fire Code	BC Office of Housing and Construction Standards, <i>British Columbia Fire Code</i> (2018)
BCICA - British Columbia Insulation Contractors Association Manual	British Columbia Insulation Contractors Association, <i>British Columbia Insulation Contractors Association Standards Manual</i>
BCPC - BC Plumbing Code	BC Office of Housing and Construction Standards, <i>British Columbia Plumbing Code</i> (2018)
Best Practices for Reducing Construction Air Emissions	Best Practices for the Reduction of Air Emissions from Construction and Demolition Activities. Prepared by Cheminfo Services Ltd. for Environment Canada, Transboundary Issues Branch. March 2005
British Columbia Building Code (BCBC)	BC Office of Housing and Construction Standards, <i>British Columbia Building Code 2018</i>
British Columbia Elevating Devices Safety Regulation	<i>Elevating Devices Safety Regulation</i> , BC Reg 170/2018
British Columbia Landscape Standard (BCLS)	British Columbia Society of Landscape Architects & British Columbia Landscape And Nursery Association, <i>British Columbia Landscape Standard</i> (2012)
British Columbia Wood First Act	<i>Wood First Act</i> , SBC 2009 c 18
BS 5400 Part 10, Appendix A	
Building Access Handbook	BC Office of Housing and Construction Standards, <i>Building Access Handbook 2014: Illustrated Commentary on Access Requirements in the 2012 British Columbia Building Code</i>
CAN3-S157-M	Canadian Standards Association, <i>CSA S157-17M Strength Design in Aluminum</i>
Canada Line Concrete Repair and Maintenance Manual (16876-1300-41PG-SW-0001)	
Canada Line's Definitive and Descriptive Drawings	
Canada-wide Standards for Particulate Matter and Ozone	Canadian Council of Ministers of the Environment <i>Canada Wide Standards for Particulate Matter and Ozone</i> , 2012
Canadian Building Digest No.225	Canadian Building Digest No.225 – Sliding Snow on Sloping Roofs
Canadian Electrical Code	Canadian Standards Association, <i>CSA C22.1-Canadian Electrical Code</i>

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
Canadian Electrical Code as amended by Technical Safety British Columbia	Technical Safety BC, <i>BC Electrical Code</i>
Canadian Foundational Engineering Manual	Canadian Geotechnical Society, <i>Canadian Foundation Engineering Manual, 4th Edition</i>
Canadian Highway Bridge Design Code, CAN/CSA-S6 (CAN/CSA-S6)	Canadian Standards Association, <i>CSA S6 Canadian Highway Bridge Design Code</i>
CEC - Canadian Electrical Code Parts I and II	Canadian Standards Association, <i>CSA C22.1-2018 Canadian Electrical Code Parts I & II</i>
CENELEC - European Committee for Electrotechnical Standardization	European Committee for Electrotechnical Standardization, all applicable codes and standards
CGSB 1.132 M90	Canadian General Standards Board, <i>CAN/CGSB 1.132 M90 Primer, Zinc Chromate, Low Moisture Sensitivity</i>
CGSB 1.210	Canadian General Standards Board, <i>CAN/CGSB 1.210 Quick Drying Alkyd Primer for Structural Steel</i>
CGSB 12.1	Canadian General Standards Board, <i>CAN/CGSB 12.1-2017 Safety glazing</i>
CGSB 12.20	Canadian General Standards Board, <i>CAN/CGSB 12.20-M89, Structural Design of Glass for Buildings</i>
CGSB 12.5	Canadian General Standards Board, <i>CAN/CGSB 12.5-M86, Mirrors, Silvered</i>
CGSB 37-GP-56M-85	CGSB 37-GP-56M-85, Membrane, Modified, Bituminous, Prefabricated and Reinforced for Roofing
CGSB 41 GP 19Ma	Canadian General Standards Board, <i>CAN/CGSB 41 GP 19Ma Rigid Vinyl Extrusions for Windows and Doors</i>
CGSB 75.1-M88	Canadian General Standards Board, <i>CAN/CGSB 75.1-M88 Tile, Ceramic</i>
CGSB 82.5 M88	Canadian General Standards Board, <i>CAN/CGSB 82.5 M88 Insulated Steel Doors</i>
CHBDC CSA S6-14	Canadian Highway Bridge Design Code s 4.4.3.6: Time-history Input Motions
CISPR 22 radiated and conducted emissions Class A	International Special Committee on Radio Interference <i>CISPR 22 Information Technology Equipment-Radio Disturbance Characteristics-Limits and Methods of Measurement.</i>
City of Vancouver Bylaw Plumbing Systems	City of Vancouver, <i>City of Vancouver Building By-Law Plumbing Systems</i>
City of Vancouver Complete Streets Policy Framework	
City of Vancouver Construction Specifications	
City of Vancouver Engineering Design Manual	
City of Vancouver Flood Plain Standards and Requirements	

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
City of Vancouver Integrated Rainwater Management Plan	
City of Vancouver Noise Control Bylaw	City of Vancouver, <i>City of Vancouver Noise Control Bylaw No. 6555</i>
City of Vancouver Rainwater Management Bulletin	
City of Vancouver Standard Detail Drawings	
City of Vancouver Street and Traffic Bylaws, including Bylaw No. 2849	
City of Vancouver Transportation Design Guidelines: All Ages and Abilities Cycling Routes	City of Vancouver, <i>Transportation Design Guidelines: All Ages and Abilities Cycling Routes</i>
City of Vancouver Truck Route Maps and Regulations	
City of Vancouver's Bird Protection Strategy	
City of Vancouver's Broadway Subway Project Municipal Guidelines	
CRCA	Canadian Roofing Contractors Association, all relevant specifications
CRCA Roofing Reference and Roofing Specifications Manuals	Canadian Roofing Contractors Association, <i>Canadian Roofing Reference Manual</i> and <i>Canadian Roofing Specifications Manual</i>
CRCA Roofing Reference Manual	Canadian Roofing Contractors Association, <i>Canadian Roofing Reference Manual</i>
CRCA Roofing Specifications Manual	Canadian Roofing Contractors Association, <i>Canadian Roofing Specifications Manual</i>
CSA A123.3-05	Canadian Standards Association, <i>CSA A123.3-05 Asphalt or Tar Saturated Roofing Felt</i>
CSA A165.1	Canadian Standards Association, <i>CSA A165.1, Concrete Masonry Units</i>
CSA A179	Canadian Standards Association, <i>CSA A179, Mortar and Grout for Unit Masonry</i>
CSA A179M	Canadian Standards Association, <i>CSA A179M, Mortar and Grout for Unit Masonry</i>
CSA A23.1	Canadian Standards Association, <i>CSA A23.1 Concrete materials and methods of concrete construction</i>
CSA A23.2	Canadian Standards Association, Canadian Standards Association, <i>CSA A23.2 Test methods and standard practices for concrete</i>

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APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
CSA A23.3	Canadian Standards Association, <i>CSA A23.3 Design of concrete structures</i>
CSA A23.4	Canadian Standards Association, <i>CSA A23.4 Precast Concrete - Materials and Construction</i>
CSA A251	Canadian Standards Association, <i>CSA A251 Qualification Code for Architectural and Structural Precast Concrete</i>
CSA A3000	Canadian Standards Association, <i>CAN/CSA A3000-18 Cementitious materials compendium</i>
CSA A3000	Canadian Standards Association, <i>CSA A3000 Cementitious Materials Compendium</i>
CSA A370	Canadian Standards Association, <i>CSA A370, Connectors for Masonry</i>
CSA A371	Canadian Standards Association, <i>CSA A371 Masonry Construction for Buildings</i>
CSA A5	Canadian Standards Association, <i>CAN/CSA-A5-98 Portland Cement</i>
CSA A82	Canadian Standards Association, <i>CSA A82-14 (R2018) Fired masonry brick made from clay or shale</i>
CSA B35.3	Canadian Standards Association, <i>CSA B35.3 Tapping and Drive Screws</i>
CSA B651	Canadian Standards Association, <i>CSA B651 Accessible Design for the Built Environment</i>
CSA B651	Canadian Standards Association, <i>CSA B651 Accessible Design for the Built Environment Standard</i>
CSA C22.1-12	Canadian Standards Association, <i>CSA C22.1-12 Canadian Electrical Code, Part I (22nd Edition)</i>
CSA C22.2 No. 31-10, Canadian Standards Association, Switchgear Assemblies	Canadian Standards Association, <i>CSA C22.2 No 31, Switchgear assemblies (2010)</i>
CSA C233, Canadian Standards Association, Non-Linear Resistor (Valve) Type Lightning Arrestors for Alternating Current Systems	Canadian Standards Association, <i>CSA C233 Non-Linear Resistor (Valve) Type Lighting Arresters for Alternating Current Systems</i>
CSA C9	Canadian Standards Association, <i>CSA C9 Dry-type transformers</i>
CSA C9-02, Canadian Standards Association, Dry-Type Transformers	Canadian Standards Association, <i>CSA C9-02, Dry-Type Transformers</i>
CSA C9M	Canadian Standards Association, <i>CSA C9M, Dry-Type Transformers</i>
CSA G30.15-M	Canadian Standards Association, <i>CSA G30.15-M1983 (R1998) Welded Deformed Steel Wire Fabric for Concrete Reinforcement</i>
CSA G30.18	Canadian Standards Association, <i>CSA-G30.18 Carbon steel bars for concrete reinforcement</i>
CSA G30.3-M	Canadian Standards Association, <i>G30.3-M1983 (R1998) Cold Drawn Steel Wire for Concrete Reinforcement</i>

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APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
CSA G30.5-M	Canadian Standards Association, <i>G30.5-M1983 (R1998) Welded Steel Wire Fabric for Concrete Reinforcement</i>
CSA G40.20/G40.21	Canadian Standards Association, <i>CSA G40.20/G40.21 General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel</i>
CSA (R2001)	Canadian Standards Association, <i>CSA S136-94 (R2001) Cold Formed Steel Structural Members</i>
CSA S16 - Design of Steel Structures	Canadian Standards Association, <i>CSA S16 Design of Steel Structures</i>
CSA S269.1	Canadian Standards Association, <i>CAN/CSA S269.1-16-Falsework and form work</i>
CSA S304.1	Canadian Standards Association, <i>CSA S304.1 Design of Masonry Structures</i>
CSA S6	Canadian Standards Association, <i>CSA S6 Canadian Highway Bridge Design Code</i>
CSA S6-06	Canadian Standards Association, <i>CSA S6-06 Canadian Highway Bridge Design Code</i>
CSA S6-14	Canadian Standards Association, <i>CSA S6 Canadian Highway Bridge Design Code</i>
CSA S6-14 Standard	Canadian Standards Association, <i>CAN/CSA-S6-14 - Canadian Highway Bridge Design Code</i>
CSA S832	Canadian Standards Association, <i>CSA S832 Seismic risk reduction of operational and functional components (OFCs) of buildings</i>
CSA W47.1	Canadian Standards Association, <i>CSA W47.1 Certification of Companies for Fusion Welding of Steel Structures</i>
CSA W48.1	Canadian Standards Association, <i>CSA W48.1 Carbon Steel Covered Electrodes for Shielded Metal Arc Welding</i>
CSA W55.3	Canadian Standards Association, <i>CSA W55.3 Resistance Welding Qualification Code for Fabricators of Structural Members Used in Buildings</i>
CSA W59	Canadian Standards Association, <i>CSA W59 Welded Steel Construction (Metal Arc Welding)</i>
CSA, all applicable standards	Canadian Standards Association, all applicable standards
CSA-A23.3 - Design of Concrete Structures	Canadian Standards Association, <i>CSA A23.3 Design of concrete structures</i>
CSA-A440/A440.1	Canadian Standards Association, <i>CSA-A440/A440.1 Windows</i>
CSSBI 20M-99	CSSBI 20M-99, <i>Sheet Steel Cladding for Architectural, Industrial and Commercial Building Applications</i>
DBSS 165 Protection of the Environment	DBSS BC Ministry of Transportation and Infrastructure <i>2018 Design-Build Standard Specifications for Highway Construction</i> , Adopted November 1, 2018.
Design Build Standard Specifications for Highway Construction (DBSS)	BC Ministry of Transportation and Infrastructure, <i>Design Build Standard Specifications for Highway Construction Volumes I & II (2018)</i>
Develop with Care Environmental Guidelines	Ministry of Forests, Lands and Natural Resource Operations and Ministry of Environment <i>Develop with Care: Environmental Guidelines for Urban and Rural Development in British Columbia</i> , 2014
DIN EN 1303	European Standards, <i>DIN EN 1303 Building hardware - Cylinders for locks - Requirements and test methods(2015)</i>
DOD-STD-1472E	Department of Defense, <i>MIL-STD-1472E, Department of Defense Design Criteria Standard: Human Engineering</i> (31 Oct 1996)

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Short Form	Full Name
EEMAC G-8-2, Switchgear Assemblies	
Elevating Devices Safety Regulation	<i>Elevating Devices Safety Regulation, BC Reg 101/2004</i>
EN 50121 Railway Applications – Electromagnetic compatibility	European Committee for Electrotechnical Standardization, <i>CENELEC – EN 50121 Railway Applications – Electromagnetic compatibility</i>
EN 50126 Railway Applications - The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS)	European Committee for Electrotechnical Standardization, <i>CENELEC - EN 50126 Railway Applications - The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS)</i>
EN 50128 Railway applications - Communication, signalling and processing systems. Software for railway control and protection systems	European Committee for Electrotechnical Standardization, <i>CENELEC - EN 50128 Railway applications - Communication,, signalling and processing systems - Software for railway control and protection systems</i>
EN 50129 Railway applications – Communication, signalling and processing systems – Safety related electronic systems for signalling	European Committee for Electrotechnical Standardization, <i>CENELEC - EN 50129 Railway applications - Communication, signalling and processing systems - Safety related electronic systems for signalling</i>
Eurocard, MasterCard, Visa (EMV) Specification	EMVco, <i>EMV Standard</i>
FCC Part 15 – Federal Communications Commission, Radio Frequency Devices	Code of Federal Regulations, <i>FCC Part 15 – Federal Communications Commission, Radio Frequency Devices</i>
Federal Colour No. 33538	Federal Standard 595 Color FS 33538
FHWA Guidelines - NH1-00-043	Federal Highway Administration, <i>Mechanically Stabilized Earth Walls and Reinforced Soil Slopes Design and Construction Guidelines (2000), s 5.3</i>
FHWA Guidelines NH1-10-024	Federal Highway Administration, <i>Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes - Volume I (2009)</i>
FHWA Guidelines NH1-10-025 (2009)	Federal Highway Administration, <i>Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes - Volume II (2009)</i>
FHWA Guidelines NHI-14-007 (2015)	Federal Highway Administration, <i>Geotechnical Engineering Circular No. 7, Soil Nail Walls - Reference Manual</i>
Fire Labelling Guide	Canadian Steel Door Manufacturers Association (CSDMA), <i>Fire Labelling Guide</i>
Fire Rating Services, Building Materials and Equipment, Listings	Intertek Testing Services/Warnock Hersey, <i>Fire Rating Services, Building Materials and Equipment, Listings</i>
Floor Covering Reference Manual	National Floor Covering Association, <i>Floor Covering Reference Manual</i>
GB/T 9966.1	GB/T 9966.1 – Test Methods for Natural Facing Stones
Glazing Manual	Glass Association of North America (GANA), <i>Glazing Manual</i>
Glazing Systems Specifications Manual	Fenestration Association of BC, <i>Glazing Systems Specifications Manual</i>

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APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
Highway Capacity Manual	Transportation Research Board, <i>Highway Capacity Manual, 6th Edition: A Guide for Multimodal Mobility Analysis</i>
ICES-003	Industry Canada, <i>ICES-003 — Information Technology Equipment (Including Digital Apparatus) — Limits and Methods of Measurement</i>
IEC - International Electrotechnical Commission	International Electrotechnical Commission, all applicable codes and standards
IEC 60146	International Electrotechnical Commission, <i>IEC 60146 Semiconductor converters - General requirements and line commutated converter</i>
IEC 60268-16	International Electrotechnical Commission, <i>IEC 60268-16 Sound system equipment - Part 16: Objective rating of speech intelligibility by speech transmission index</i>
IEC 60529	IEC 60529 Degrees of Protection Provided By Enclosures (IP Code)
IEC 61000-6-2	International Electrotechnical Commission, <i>IEC 61000-6-2 Electromagnetic compatibility (EMC), Part 6-2: Generic standards, Immunity for industrial environments</i>
IEC 61000-6-4	International Electrotechnical Commission, <i>IEC 61000-6-4, Electromagnetic compatibility (EMC), Part 6-4: Generic standards, Emission standards for industrial environments</i>
IEC 61508	International Electrotechnical Commission, <i>IEC 61508 Functional safety of electrical/electronic/programmable electronic safety-related systems</i>
IEC 61511	International Electrotechnical Commission, <i>IEC 61511 Functional safety – Safety instrumented systems for the process industry sector</i>
IEEE - Institute of Electrical and Electronics Engineers	Institute of Electrical and Electronics Engineers, all applicable codes and standards
IEEE 142	Institute of Electrical and Electronics Engineers, <i>IEEE 142-2007 - IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems</i>
IEEE 15288	Institute of Electrical and Electronics Engineers, <i>IEEE 15288- ISO/IEC/IEEE International Standard - Systems software engineering - System life cycle processes</i>
IEEE 16326	Institute of Electrical and Electronics Engineers, <i>IEEE 16326 – IEEE Systems and software engineering – Life cycle processes – Project management</i>
IEEE 242	Institute of Electrical and Electronics Engineers, <i>IEEE 242-2001 - IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems</i>
IEEE 446	Institute of Electrical and Electronics Engineers, <i>IEEE 446-1995 - IEEE Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications</i>
IEEE 519	Institute of Electrical and Electronics Engineers, <i>IEEE 519-2014 - IEEE Recommended Practice and Requirements for Harmonic Control in Electric Power Systems</i>
IEEE 59	Institute of Electrical and Electronics Engineers, <i>IEEE 59-1962 - AIEE Standard for Semiconductor Rectifier Components</i>
IEEE 80	Institute of Electrical and Electronics Engineers, <i>IEEE 80-2013 - IEEE Guide for Safety in AC Substation Grounding</i>
IEEE C37.1	Institute of Electrical and Electronics Engineers, <i>IEEE C37.1-2007 - IEEE Standard for SCADA and Automation Systems</i>

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Short Form	Full Name
IEEE C37.14	Institute of Electrical and Electronics Engineers, <i>IEEE C37.14-2015 - IEEE Standard for DC (3200 V and below) Power Circuit Breakers Used in Enclosures</i>
IEEE C37.90.1	Institute of Electrical and Electronics Engineers, <i>IEEE C37.90.1-2012 - IEEE Standard for Surge Withstand (SWC) Tests for Relays and Relay Systems Associated with Electric Power Apparatus</i>
IEEE C37.90.2	Institute of Electrical and Electronics Engineers, <i>IEEE C37.90.2-2004 - IEEE Standard for Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers</i>
IEEE C37.96	Institute of Electrical and Electronics Engineers, <i>IEEE Standard C37.96, IEEE Guide for AC Motor Protection</i>
IEEE 3002.7	Institute of Electrical and Electronics Engineers, <i>IEEE 3002.7 - IEEE Recommended Practice for Conducting Motor-Starting Studies and Analysis of Industrial and Commercial Power Systems</i>
IEEE 3002.8	Institute of Electrical and Electronics Engineers, <i>IEEE 3002.8 - IEEE Recommended Practice for Conducting Harmonic Studies and Analysis of Industrial and Commercial Power Systems</i>
IES - Illuminating Engineering Society	Illuminating Engineering Society, all applicable codes and standards
ISO - International Organization for Standardization	International Organization for Standardization, all applicable codes and standards
ISO 10137	International Organization for Standardization, <i>ISO 10137 Bases for design of structures - Serviceability of buildings and walkways against vibrations</i>
ISO 12944	International Organization for Standardization, <i>ISO 12944 Paints and varnishes – Corrosion protection of steel structures by protective paint systems</i>
ISO 17025	International Organization for Standardization, <i>ISO 17025 General requirements for the competence of testing and calibration laboratories</i>
ISO 2409	International Organization for Standardization, <i>ISO 2409 Paints and varnishes – Cross-cut test</i>
ISO 2631	International Organization for Standardization, <i>ISO 2631-1 Mechanical vibration and shock -- Evaluation of human exposure to whole-body vibration -- Part 1: General requirements, ISO 2631-2 Mechanical vibration and shock -- Evaluation of human exposure to whole-body vibration -- Part 2: Vibration in buildings (1 Hz to 80 Hz), ISO 2631-4 Mechanical vibration and shock -- Evaluation of human exposure to whole-body vibration -- Part 4: Guidelines for the evaluation of the effects of vibration and rotational motion on passenger and crew comfort in fixed-guideway transport systems, ISO 2631-4/Amd 1, and/or ISO 2631-5 Mechanical vibration and shock -- Evaluation of human exposure to whole-body vibration -- Part 5: Method for evaluation of vibration containing multiple shocks</i>
ISO 2808	International Organization for Standardization, <i>ISO 2808 Paints and varnishes – Determination of film thickness</i>
ISO 8501	International Organization for Standardization, <i>ISO 8501 Preparation of steel substrates before application of paints and related products</i>

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Short Form	Full Name
ISO 8504	International Organization for Standardization, <i>ISO 8504 Preparation of steel substrates before application of paints and related products. Surface preparation methods</i>
ISO 9000	International Organization for Standardization, <i>ISO 9000 Quality management systems -- Fundamentals and vocabulary</i>
ISO 9001	International Organization for Standardization, <i>ISO 9001 Quality Management Systems – Requirements</i>
ISO 9001	International Organization for Standardization, <i>ISO 9001 Quality management systems – Requirements</i>
ISO/IEC 14443 Type B Proximity Contactless Identification Cards	International Organization for Standardization, <i>ISO/IEC 14443-4 Cards and security devices for personal identification -- Contactless proximity objects -- Part 4: Transmission protocol</i>
Japanese Beetle Regulated Area Guidance	Japanese Beetle Regulated Areas of Vancouver, British Columbia. The Canadian Food Inspection Agency (CFIA), Mapping and GIS Services. 2018
Laminated Glass Design Guide	Glass Association of North America, <i>Laminated Glass Design Guide</i>
Land Development Guidelines	Department of Fisheries and Oceans Canada and Ministry of Environment, Lands and Parks <i>Land Development Guidelines for the Protection of Aquatic Habitat</i> , 1992
Manual on Uniform Traffic Control Devices, TAC	Transportation Association of Canada, <i>Manual of Uniform Traffic Control Devices for Canada</i> (2014)
Master Municipal Construction Documents (MMCD) Platinum Edition	Master Municipal Construction Documents Association, <i>Master Municipal Construction Documents Platinum Edition Volume I & II</i> (2009)
NAAMM - Metal Finishes Manual for Architectural and Metal Products	National Association of Architectural Metal Manufacturers, <i>AMP 500-06 Metal Finishes Manual for Architectural and Metal Products</i> (2006)
Metro Vancouver Ambient Air Quality Objectives	Metro Vancouver <i>Metro Vancouver Ambient Air Quality Objectives</i> , updated June 2018
Metro Vancouver Stormwater Design Guidelines	Metro Vancouver <i>Stormwater Source Control Design Guidelines</i> 2012
Ministry of Transportation & Highways Technical Bulletin GM9801, "Guidelines for Geotechnical Reports", March 30, 1998	BC Ministry of Transportation and Highways <i>Technical Bulletin GM9801: Guidelines for Geotechnical Reports</i> , (30 March 1998)
MMCA - Master Municipal Construction Documents Association	Master Municipal Construction Documents Association, all applicable codes and standards
MPI Recommended Practices	Master Painters Institute (MPI), <i>Recommended Practises</i>
NACE Industrial Maintenance Painting	National Association of Corrosion Engineers, <i>Industrial Maintenance Painting</i>
National Association of City Transportation Officials Urban Bikeway Design Guide	National Association of City Transportation Officials, <i>Urban Bikeway Design Guide, Second Edition</i>
National Building Code of Canada (NBCC)	National Research Council Canada, <i>National Building Code of Canada 2015</i>

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Short Form	Full Name
National Design Specification (NDS) for Wood Construction	American Wood Council, <i>2018 National Design Specification (NDS) for Wood Construction</i>
NCHRP Report 350	National Cooperative Highway Research Program, <i>NCHRP Report 350: Recommended Procedures for the Safety Performance Evaluation of Highway Features</i>
NCQLP	National Council on Qualifications for the Lighting Professions, all applicable codes and standards
NECB	National Energy Code for Buildings
NEMA - National Electrical Manufacturers Association	National Electrical Manufacturers Association, all applicable codes and standards
NEMA 250, National Electrical Manufacturers Association, Enclosures for Electrical Equipment (1000 V Maximum)	National Electrical Manufacturers Association, <i>NEMA 250-2018 Enclosures for Electrical Equipment (1000 Volts Maximum)</i>
NEMA ICS 1	National Electrical Manufacturers Association, <i>NEMA ICS 1 Industrial Control & Systems General Requirements</i>
NEMA ICS 2	National Electrical Manufacturers Association, <i>NEMA ICS 2 Industrial Controls and Systems: Controllers, Contactors, and Overload Relays Rated 600 Volts</i>
NEMA ICS 6	National Electrical Manufacturers Association, <i>NEMA ICS 6 Industrial Controls and Systems: Enclosures</i>
NEMA MG1	National Electrical Manufacturers Association, <i>NEMA MG1 Motors and Generators</i>
NEMA R19	National Electrical Manufacturers Association, <i>NEMA RI 9 Silicon Rectifier Units for Transportation Power Supplies</i>
NEMA SG3	National Electrical Manufacturers Association, <i>NEMA SG 3 Power Switching Equipment</i>
NEMA SG4	National Electrical Manufacturers Association, <i>NEMA SG 4 Alternating Current High Voltage Circuit Breakers</i>
NEMA SG5	National Electrical Manufacturers Association, <i>NEMA SG 5-2009 (R2013) Power Switchgear Assemblies</i>
NEMA SG6	National Electrical Manufacturers Association, <i>NEMA SG 6 Power Switching Equipment</i>
NEMA Standard TR1	National Electrical Manufacturers Association, <i>NEMA TR 1-2013 Transformers, Regulators and Reactors</i>
NFPA - National Fire Protection Association	National Fire Protection Association, all applicable codes and standards
NFPA 10	National Fire Protection Association, <i>NFPA 10: Standard for Portable Fire Extinguishers</i>
NFPA 101	National Fire Protection Association, <i>NFPA 101: Life Safety Code, 2018 Edition</i>
NFPA 13	National Fire Protection Association, <i>NFPA 13: Standard for the Installation of Sprinkler Systems</i>
NFPA 130	National Fire Protection Association, <i>NFPA 130: Standard for Fixed Guideway Transit and Passenger Rail Systems, 2020 Edition</i>
NFPA 14	National Fire Protection Association, <i>NFPA 14: Standard for the Installation of Standpipe and Hose Systems</i>
NFPA 2001	National Fire Protection Association, <i>NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems</i>

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Short Form	Full Name
NFPA 241	National Fire Protection Association, <i>NFPA 241: Standard for Safeguarding Construction, Alteration, and Demolition Operations</i>
NFPA 257	National Fire Protection Association, <i>NFPA 257: Standard on Fire Test for Window and Glass Block Assemblies (2017)</i>
NFPA 285	National Fire Protection Association, <i>NFPA 285: Intermediate Scale Multi Story Test</i>
NFPA 70 (NEC)	National Fire Protection Association, <i>NFPA 70: National Electrical Code, 2017 Edition</i>
NFPA 72	National Fire Protection Association, <i>NFPA 72: National Fire Alarm and Signalling Code</i>
NFPA 80	National Fire Protection Association, <i>NFPA 80: Standard for Fire Doors and Other Opening Protectives (2019)</i>
NFPA 80 2010	National Fire Protection Association, <i>NFPA 80 2010: Fire Doors and Windows</i>
NFPA 92	National Fire Protection Association, <i>NFPA 92: Standard for Smoke Control Systems</i>
NFPA 99	National Fire Protection Association, <i>NFPA 99: Health Care Facilities Code</i>
NFPA130	National Fire Protection Association, <i>NFPA 130: Standard for Fixed Guideway Transit and Passenger Rail Systems</i>
OHS Regulation	<i>Occupational Health and Safety Regulation, BC Reg 296/97, s 22</i>
PEI S100	Porcelain Enamel Institute <i>PEI S100 Specification for Architectural Porcelain Enamel on Steel for Exterior Use</i>
Permanent Roadworks Drawings	
Pile Driving BMPs	Department of Fisheries and Oceans Canada and BC Marine and Pile Driving Contractors Association <i>Best Management Practices for Pile Driving</i> , March 2003
PTCA	Porcelain Tile Certification Agency
RCABC	Roofing Contractors Association of British Columbia, all relevant specifications
RCABC Roofing Practices Manual	Roofing Contractors Association of British Columbia, <i>Roofing Practices Manual</i> (last updated 15 February 2019)
Recognized Products List	BC Ministry of Transportation and Infrastructure, <i>Recognized Products List</i> (1 April 2019)
Recommendations for Prestressed Rock and Soil Anchors, Post-Tensioning Institute	Post-Tensioning Institute, <i>Recommendations for Prestressed Rock and Soil Anchors (PTI DC35.1-14)</i>
Recommended Dimensional Standards for Commercial Steel Doors and Frames, 2009	Canadian Steel Door Manufacturers Association, <i>Recommended Dimensional Standards for Commercial Steel Doors and Frames, 2009</i>
Safety Standards Act	<i>Safety Standards Act</i> [SBC 2003], c.39
SCC T510-95 - Standards Council of Canada, "Performance and Compatibility Requirements for Telephone Sets with Loop Signalling"	Canadian Standards Association, <i>CSA T510-95 (R2007) Performance and Compatibility Requirements for Telephone Sets with Loop Signalling</i>
Security Schedule	Ministry of Transportation and Infrastructure <i>Security Schedule</i> , August 2019.

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Short Form	Full Name
SMACNA – Architectural Sheet Metal Manual	Sheet Metal and Air Conditioning Contractors' National Association, <i>Architectural Sheet Metal Manual</i>
SMACNA - Sheet Metal and Air Conditioning Contractors' National Association, Construction Manuals	Sheet Metal and Air Conditioning Contractors' National Association, <i>Construction Manuals</i>
SMACNA – HVAC Duct Construction Standards	Sheet Metal and Air Conditioning Contractors' National Association, <i>HVAC Duct Construction Standards</i>
Specifications and Recommendations for Control Surveys and Survey Markers, 1978, Natural Resources Canada	Natural Resources Canada, <i>Specifications and Recommendations for Control Surveys and Survey Markers</i> (1978)
SPRI Wind Load Design Guide for Low Sloped Flexible Membrane Roofing Systems	Single Ply Roofing Industry, <i>Wind Load Design Guide for Low Sloped Flexible Membrane Roofing Systems</i> , 2001
SSPC Steel Structures Painting Manual	The Society for Protective Coatings, <i>SSPC Steel Structures Painting Manual</i>
SSPC-Paint 12	The Society for Protective Coatings, <i>SSPC-Paint 12 Cold Applied Asphalt Mastic Paint (Extra Thin Film)</i>
SSPC-PS Guide 12.00	The Society for Protective Coatings, <i>SSPC-PS Guide 12.00 Guide to Zinc Rich Coating Systems</i>
SSPC-SPCOM	The Society for Protective Coatings, <i>SSPC-SPCOM Surface Preparation Commentary for Steel and Concrete Substrates</i>
TAC Bikeway Traffic Control Guidelines	Transportation Association of Canada, <i>Bikeway Traffic Control Guidelines for Canada, 2nd Edition</i>
TAC Geometric Design Guide for Canadian Roads	Transportation Association of Canada, <i>Geometric Design Guide for Canadian Roads</i> (2017)
TAC Guide for Design of Roadway Lighting	Transportation Association of Canada, <i>Guide for the Design of Roadway Lighting</i> (2006)
TAC Manual of Uniform Traffic Control Devices for Canada (MUTCD)	Transportation Association of Canada, <i>Manual of Uniform Traffic Control Devices for Canada</i> (2014)
TC E-05	Transport Canada, <i>Standard Respecting Railway Clearances</i>
TCRP Report 155	Transportation Research Board, <i>Transit Cooperative Research Program (TCRP) Report 155: Track Design Handbook for Light Rail Transit, Second Edition</i>
Technical Guidance on Contaminated Sites	Ministry of Environment. <i>Contaminated Sites Guidance and Resources. [Online] https://www2.gov.bc.ca/gov/content/environment/air-land-water/site-remediation/guidance-resources/technical-guidance</i>
TIA 598-C, Optical Fiber Cable Color Coding	Telecommunications Industry Association, <i>TIA-598-C Optical Fiber Cable Color Coding</i>
TransLink AutoCAD Drawing Standards Manual	TransLink, <i>AutoCAD Drawing Standards Manual Rev 0</i> (26 February 2018)

**SCHEDULE 1: DEFINITIONS AND INTERPRETATION
APPENDIX A: REFERENCE DOCUMENTS**

Short Form	Full Name
TransLink Building Code Criteria (TL BCC)	TransLink, <i>TransLink Building Code Criteria</i>
TransLink Bus Infrastructure Design Guidelines	TransLink, <i>Bus Infrastructure Design Guidelines</i> (September 2018)
TransLink Infrastructure Design Guidelines	
TransLink Wayfinding Standard Manual	TransLink, <i>Wayfinding Standards Manual</i>
TransLink's Transit Passenger Facility Design Guidelines	
Transportation Research Board Report 57 – Track Design Handbook for Light Rail Transit	Transportation Research Board, <i>Report 57: Track Design Handbook for Light Rail Transit</i>
TTMAC Maintenance Guide	Terrazzo, Tile, and Marble Association of Canada, <i>Hard Surface Maintenance Guide 2017-2019</i> .
TTMAC Manual	Terrazzo, Tile, and Marble Association of Canada, <i>Specification Guide 09 30 00 Tile Installation Manual 2012-2014</i>
UIC	International Union of Railways
UIC - Union International des Chemins de Fer, all applicable trackwork design standards	International Union of Railways, all applicable trackwork design standards
UL 555	Underwriters Laboratories, <i>UL 555 Standard for Fire Dampers</i>
UL 779	Underwriters Laboratories, <i>UL 779, Standard for Electrically Conductive Floorings</i>
UL580	Underwriters Laboratories, <i>UL 580 Standard for Tests for Uplift Resistance of Roof Assemblies</i>
ULC - Underwriters Laboratories of Canada, all applicable fire alarm and detection standards	Underwriters Laboratories of Canada, all applicable fire alarm and detection standards
ULC S101	Underwriters Laboratory of Canada, <i>CAN/ULC-S101-14 Standard Methods of Fire Endurance Tests of Building Construction and Materials Fifth Edition</i>
ULC S102.2	Underwriter Laboratories of Canada, <i>CAN/ULC S102.2 Test for Surface Burning Characteristics of Flooring, Floor Coverings, and Miscellaneous Materials and Assemblies</i>
ULC S102.2-10	Underwriters Laboratory of Canada, <i>CAN/ULC-S102.2-10 Standard Method of Test for Surface Burning Characteristics of Flooring, Floor Coverings, and Miscellaneous Materials and Assemblies</i>
ULC S104	Underwriters Laboratories Canada <i>CAN/ULC S104, Standard Method for Fire Tests of Door Assemblies</i>
ULC S105	Underwriters Laboratories Canada, <i>CAN/ULC S105, Standard Specification for Fire Door Frames Meeting the Performance Required by CAN/ULC S104</i>

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Short Form	Full Name
ULC S107-10	Underwriters Laboratories Canada, <i>CAN/ULC S107-10, Methods of Fire Tests of Roof Coverings</i>
ULC S701-01	Underwriters Laboratories Canada, <i>CAN/ULC S701-01, Standard for Thermal Insulation, Polystyrene, Boards and Pipe Covering</i>
ULC S705.1	Underwriters Laboratories Canada <i>CAN/ULC S705.1-15, Standard for Thermal Insulation, Spray Applied Rigid Polyurethane Foam, Medium Density</i>
ULC Standard CAN 4-S101	Underwriters Laboratories of Canada, <i>CAN/ULC-S101-14 Standard Methods of Fire Endurance Tests of Building Construction and Materials Fifth Edition</i>
ULC S-1001-2011	Underwriters Laboratories Canada, <i>CAN/ULC S1001-11 Integrated Systems Testing of Fire Protection and Life Safety Systems</i>
ULC/CSA T510-95	Canadian Standards Association, <i>CSA T510 Performance and Compatibility Requirements for Telephone Sets with Loop Signalling</i>
Underwriters Laboratories UL437	Underwriters Laboratories, <i>UL437 Standard for Key Locks</i>
United States Federal Transit Administration Report No. 0123, Transit Noise and Vibration Impact Assessment Manual, September 2018 (the “FTA Manual”)	Federal Transit Administration, <i>Transit Noise and Vibration Impact Assessment Manual (September 2018)</i>
Universal Accessibility Guidelines for TransLink Fleet & Facilities	TransLink, <i>Universal Accessibility Guidelines for TransLink Fleet & Facilities</i> (May 2007)
Vancouver Building By-Law (VBBL)	Vancouver Building By-Law (VBBL) City of Vancouver, <i>A By-law to regulate the construction of buildings and related matters and to adopt the British Columbia Building Code</i>
Water Quality Guidelines Approved	Water Quality Guidelines - Approved BC Ministry of Environment <i>British Columbia Approved Water Quality Guidelines, [Online] https://www2.gov.bc.ca/gov/content/environment/air-land-water/water/water-quality/water-quality-guidelines/approved-water-quality-guidelines</i>
Water Quality Guidelines Working	Water Quality Guidelines – Working BC Ministry of Environment <i>British Columbia Working Water Quality Guidelines, 2017 Edition [Online] https://www2.gov.bc.ca/assets/gov/environment/air-land-water/water/waterquality/wqgs-wqos/bc_env_working_water_quality_guidelines.pdf</i>
WorkSafe BC Occupational Health and Safety Regulation	WorkSafe BC, <i>Occupational Health and Safety Regulation (OHSR)</i> , BC Reg 296/97
WorkSafe OHSR s. 22	WorkSafe BC, <i>Occupational Health and Safety Regulation</i> , BC Reg 296/97, s 22

**APPENDIX B
FACTUAL GEOTECHNICAL DATA**

Data Room Category Number	Author	Report Title or File Name and Date	Factual Geotechnical Data
	Golder Associates Ltd.	Geotechnical Data Report Report No. 1419105-050-R-Rev0 December 13, 2018	<p>All data included in the Geotechnical Data Report will be considered Factual Geotechnical Data, except as noted below.</p> <p>Exceptions</p> <p>Data included in the portions of the Geotechnical Data Report listed below is not Factual Geotechnical Data:</p> <ol style="list-style-type: none"> 1. Key Plan Figure 1, Test Hole Location Plan and Profile Figures 2, 3, 4, 5, 6, 7, 8, 9. 2. the columns entitled: “Description”, “Strata Plot” and “Piezometer, Standpipe or Thermistor Installation” in Appendix B – Records of Boreholes and Records of Drillholes 3. Table 2 column entitled “Remarks” in Appendix D – In Situ Stress Measurement Data and “General Notes on the overcore testing include the following:” in Appendix D 4. Appendix E – Pressuremeter Data 5. Appendix F – Borehole Geophysics Data 6. Appendix G – Hydrogeological (Packer) Testing Results 7. the soil classifications listed on the CPT plots under the column labeled “Soil Behavior Type Robertson et al, 1986” in Appendix H – Record of Cone Penetration Tests and the letters dated Feb 22, 2016 and June 18, 2017 from Schwartz Soil Tech. 8. charts labeled “Plasticity Chart” in Appendix J4 Atterberg Limits 9. the boxes entitled: “Visual Description” and “Excluded Material Description” in Appendix J6 - Specific Gravity Determination 10. column entitled “Comments” in Appendix J7 – Laboratory Miniature Shear Vane testing 11. boxes entitled “Soil Classification, Comments and Description” in Appendix J 8 – One-Dimensional Consolidation Testing. 12. graph entitled “ Mohr Circles Deviator Stress” and boxes entitled “Soil Classification”, “Material Type”, “Visual Description” and “Other Remarks” in Appendix J9 – Consolidated Undrained Triaxial Compression Tests of Soils 13. boxes entitled “Visual Classification”, “Sample Type”, “Test Comments” and “Soil Classification – Visual

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APPENDIX B: FACTUAL GEOTECHNICAL DATA**

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Data Room Category Number	Author	Report Title or File Name and Date	Factual Geotechnical Data
			<p>Description” in Appendix J11 – Determination of Density (Unit weight) of Soil Specimens</p> <p>14. Appendix D4 – Total Organic Contents boxes entitled: “Other Remarks” and “UCS Description”</p> <p>15. The following portions of Appendix E – Laboratory Specialized Test Results:</p> <ul style="list-style-type: none"> a) Appendix E2 – Laboratory Miniature Shear Vane Tests, the column entitled: “Visual Description” b) Appendix E3 – One-Dimensional Consolidation Tests, the two lines entitled: “Comments” and “Description” c) Appendix E4 –Consolidated Undrained Triaxial Compression Tests: d) The boxes entitled: “Soil Classification”, “Material Type”, “Visual Description” and “Other Remarks” e) All photographs f) Appendix E5 – Gamma Ray Radiography <p>16. The following portions of Appendix F –Laboratory Rock Testing-Uniaxial Compressive Strength of Intact Rock Core Specimens:</p> <ul style="list-style-type: none"> a) The columns entitled: “Rock Type”, the row entitled: “Lithology” and the box entitled “Comments” b) All photographs <p>17. boxes entitled “Rock Type”, “Notes”, “Lithology”, “Comments” “Failure Mode” and “Notes” in Appendix J12 – Unconfined Compressive Strengths (UCS)</p> <p>18. boxes entitled “Failure Mode” and “Notes” in Appendix J13 – Unconfined Compressive Strengths and Young’s Modulus (UCS+E).</p> <p>19. column entitled “Remarks” in Appendix J14 – Point Load Tests (PLT).</p> <p>20. columns entitled “Failure Mode” and “Rock Type”, and boxes entitled “Lithology”, “Failure Mode” and “Comments” in Appendix J15 – Brazilian Tensile Strength (BTS)</p> <p>21. columns entitled “Rock Type”, “Failure Mode”, and boxes entitled “Lithology”, “Failure Mode”, “Notes”, “Comments”, “Mohr Circle Deviator Stress”, “Visual Description”, “Soil Classification”, “Material Type”, and “Other Remarks” in Appendix J16 – Triaxial Compressive Strength of Rack Core</p> <p>22. boxes entitled “Lithology”, “Abrasive-ness Classification”, and “Comments” in Appendix J 17 –</p>

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APPENDIX B: FACTUAL GEOTECHNICAL DATA**

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Data Room Category Number	Author	Report Title or File Name and Date	Factual Geotechnical Data
			<p>Determination of Abrasiveness (CERCHAR).</p> <p>23. boxes entitled “Initial Sample Description”, “Final Description of Fragments in Drum” and “Comments” in Appendix J18 – Determination of Durability (SLAKE).</p> <p>24. Appendix J19 – Thin Section Petrographics.</p> <p>25. Appendix J 20 – X-ray Diffraction (XRD).</p> <p>26. boxes entitled “Notes” in Appendix J21 – Swelling Rocks</p> <p>27. boxes entitled “Notes” in Appendix J22 – Acid Rock Drainage (ARD) and Metal Leaching (ML).</p> <p>28. boxes entitled “Other Remarks” and “Plasticity Chart” in Appendix J23 – Index Testing on Rock.</p> <p>29. boxes entitled “Soil Sample Description”, “Comments” and “Special Instructions” in Appendix K – Contaminated Soil Analytical Data from 2015 Investigation.</p> <p>30. Appendix L – Surface Geophysical Surveying</p>

BROADWAY SUBWAY PROJECT
PROJECT AGREEMENT
SCHEDULE 1: DEFINITIONS AND INTERPRETATION

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APPENDIX C
BACKGROUND IP AND THIRD PARTY IP

Nil.