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## Article 3. Municipal Requirements

### 3.1 General

#### 3.1.1 Scope

- (a) The Primary Contractor shall perform the Design and Construction of the Project so that it complies with and conforms to the requirements set out in this Article 3 [Municipal Requirements] and all other terms and conditions of this Agreement.
- (b) Except where specifically provided otherwise in this Agreement, the by-laws, codes, processes and policies of the relevant Municipality do not apply to the Design and Construction of the Work.

#### 3.1.2 Municipal Lands

The Primary Contractor shall have access to those parts of the Site which are Municipal Lands when permitted pursuant to Section 2.5 [Access to and Responsibility for the Site] and Schedule 7 [Lands] and all other applicable terms and conditions of this Agreement.

#### 3.1.3 Public Utilities

- (a) The Primary Contractor shall perform the Design and Construction of the Project in relation to any Public Utilities owned by a Municipality in accordance with Article 8 [Utilities], Part 2 of Schedule 4.
- (b) Without limiting Article 3.1.3(a) of this Part 2, where a Public Utility is owned by a Municipality, the Primary Contractor shall be responsible for undertaking all design and construction reviews with the relevant Municipality. For certainty, the relevant Municipality is responsible for the review and inspection of the Design and Construction of any Public Utilities that are constructed, installed, altered, upgraded and/or augmented by the carrying out of the Work.

#### 3.1.4 Noise, Vibration and Hours of Work

The Primary Contractor shall observe and comply with Article 20 [Noise and Vibration], Part 2 of Schedule 4, in relation to noise, vibration and the hours during which construction activities may be undertaken.

### 3.1.5 Roads

- (a) The Primary Contractor shall comply with Article 9 [Roads], Part 2 of Schedule 4, in relation to the Design and Construction of permanent roads and roadway structures and other matters dealt with in the said Article 9 [Roads].
- (b) The Primary Contractor shall comply with Part 4 [Traffic Management] of Schedule 4 in relation to:
  - (i) the Design and Construction of temporary roads; and
  - (ii) Traffic Management.
- (c) Without limiting Article 3.1.5(a) of this Part 2, the Primary Contractor shall be responsible for undertaking all design and construction reviews of Municipal Roads with the Province's Representative in accordance with the Review Procedure, acting reasonably. For certainty, the Province is responsible for the review of the Design and Construction of any Municipal Roads that are constructed, installed, altered, upgraded and/or augmented by the carrying out of the Work.

### 3.1.6 Environmental

- (a) In undertaking the Design and Construction of the Project, the Primary Contractor shall observe, comply with and perform all of its obligations and duties related to and in respect of the Municipalities as set out in Appendix B [Table of Commitments] of Schedule 5.

### 3.1.7 Municipal Infrastructure

- (a) All Municipal Infrastructure, other than the permanent roadworks referred to in Article 9.2 [Permanent Roadworks] and the Utilities owned by a Municipality referred to in Article 8.4 [Utilities owned by a Municipality], both Part 2 of Schedule 4, that requires decommissioning, abandonment or closure by the Primary Contractor shall be replaced with systems, fixtures and facilities which are of equal quality and capacity on a Like-for-Like basis.
- (b) Where the Primary Contractor has decommissioned, abandoned or closed any removable Municipal Infrastructure on the Municipal Lands, the Primary Contractor shall offer the relevant Municipality the opportunity to accept or reject such removable Municipal Infrastructure and where such removable Municipal Infrastructure is:
  - (i) accepted by the relevant Municipality, the Primary Contractor shall deliver such infrastructure to such Municipality's public work yard or to any other location as agreed upon between the Primary Contractor and the relevant Municipality; or

- (ii) rejected by the relevant Municipality, the Primary Contractor entitled to retain or dispose of such infrastructure and any costs incurred or income derived from such retention or disposal shall be for the account of the Primary Contractor.

## 3.2 Permits and Fees

- (a) In undertaking the Project, the Province is exercising its authority concerning the use and development of land and the planning, construction, alteration, servicing and use of improvements on, in and over land. Subject to Article 3.2(b) of this Part 1, the Primary Contractor is not required to obtain any development, building, occupancy, or other Permit or preliminary or other plan approvals from any Municipality in connection with the performance of the Work.
- (b) The Primary Contractor is not required to obtain any Permits or to pay Permit fees, development charges or other municipal fees or charges to any Municipality in connection with the performance of the Work except as required in relation to:
  - (i) Utilities as required by Article 8 [Utilities], Part 2 of Schedule 4;
  - (ii) electrical services as required by:
    - A. Article 8 [Utilities], Part 1 of Schedule 4;
    - B. Article 10 [Architecture], Part 2 of Schedule 4; and
    - C. Article 12 [Electrical]. Part 2 of Scheduled 4;
  - (iii) elevators and escalators as required by Article 10 [Architecture], Part 2 of Schedule 4;
  - (iv) the modification of buildings in accordance with Article 1.3.3 [Modification of Buildings], Part 2 of Schedule 4;
  - (v) any fieldwork undertaken by the relevant Municipality on behalf of the Primary Contractor, including inspections and testing;
  - (vi) repairs and/or fieldwork undertaken by the relevant Municipality in dealing with an emergency caused or contributed to by the work of the Primary Contractor; and
  - (vii) testing and inspection of the Traffic Signals as required by Article 9 [Roads], Part 2 of Schedule 4.

## 3.3 Notice of Access and Use

- (a) Except in the case of an emergency, before entering onto:

- (i) any Municipal Roads for the purposes of the commencement of any construction activities and/or implementation of any changes to Traffic which require Traffic Control Plans; or
- (ii) any Municipal Lands that are not Municipal Roads for the purpose of the commencement of any construction activities,

the Primary Contractor shall give to the Province not less than 7 calendar days' prior written notice of the Primary Contractor's intention to enter onto such Municipal Roads or Municipal Lands that are not Municipal Roads, as applicable.

- (b) Any notice pursuant to Article 3.3(a) of this Part 1 shall identify:
  - (i) the Municipal Roads or the Municipal Lands that are not Municipal Roads in question;
  - (ii) the date on which the Primary Contractor intends to enter onto such Municipal Roads or Municipal Lands that are not Municipal Roads;
  - (iii) the purpose of the entry;
  - (iv) the expected duration of use; and
  - (v) with respect to any Municipal Roads, whether such road shall be an Exclusive Road or a Non-Exclusive Road.
- (c) The Primary Contractor shall notify the Province when the Primary Contractor no longer requires the use of any part of the Site which is a Municipal Road or Municipal Lands that are not Municipal Roads.
- (d) Nothing in this Article 3.3 [Notice of Access and Use] shall affect the obligation of the Primary Contractor to comply with any other notice requirements of this Agreement with respect to occupation or use of the Site, including Article 1.3.2 [Traffic Management Communications Plan], Part 4 of Schedule 4.
- (e) The Primary Contractor shall be responsible for the maintenance and cleanliness of any area of Municipal Lands over which the Primary Contractor has exclusive use (including any Exclusive Road) and shall, prior to handover of any such Municipal Lands to the applicable Municipality, reinstate such Municipals Lands to their functionality as of the date on which the Primary Contractor began use of such Municipal Lands. For the purposes of this Article 3.3(e), "exclusive use" means, in respect of an area of Municipal Lands, an area that is occupied and used by the Primary Contractor only, with the exception of access for an emergency or in accordance with Section 4.7 [Access to Site and Project Infrastructure]. Notwithstanding the foregoing, the Primary Contractor shall not be responsible for the maintenance and cleanliness of Utilities owned by a Municipality.

- (f) Where required, the Primary Contractor shall be responsible for providing access through Municipals Lands to allow for municipal garbage collection service.

### 3.4 Road Maintenance

- (a) With respect to Municipal Roads within the City of Burnaby, the Province shall be the relevant Municipality for the purposes of this Article 3.4 [Road Maintenance].
- (b) When used in Article 3.3 [Notice of Access and Use] of this Part 1 and this Article 3.4 [Road Maintenance], the following terms have the meaning set out below:
  - (i) **“Exclusive Road”** means a Municipal Road or portion thereof that is occupied and used by the Primary Contractor only, with the exception of access for an emergency or in accordance with Section 4.7 [Access to Site and Project Infrastructure].
  - (ii) **“Non-Exclusive Road”** means a Municipal Road or portion thereof where access and use of such Municipal Road is shared by the Primary Contractor with the relevant Municipality.
  - (iii) **“Temporary Roads”** means any temporary road constructed by the Primary Contractor in accordance with Part 4 [Traffic Management] of Schedule 4 that are to be shared with the relevant Municipality and will temporarily form part of the relevant Municipality’s road system.
- (c) The scope split matrix table set out in this Article 3.4(b) provides the breakdown of the responsibilities of each of the Primary Contractor and the relevant Municipality respectively with respect to the maintenance of Non-Exclusive Roads, Exclusive Roads and Temporary Roads.

<b>Municipal Road Maintenance Responsibilities</b>	
<b>By Relevant Municipality</b>	<b>By Primary Contractor</b>
<p><b>A1 Non-Exclusive Roads and Temporary Roads - except where Item B2b applies -</b> Winter road maintenance consisting only of snow removal (including proactive measures when snow is forecast) using equipment, brine, materials and/or chemicals for snow and ice control.</p>	<p><b>B1 Non-Exclusive Roads and Temporary Roads -</b> Close cooperation with the relevant Municipality, including, if any, joint road inspections required by the relevant Municipality, to facilitate winter road maintenance and litter/dirt sweeping.</p>
<p><b>A2 Non-Exclusive Roads and Temporary</b></p>	<p><b>B2a Non-Exclusive Roads and</b></p>

<b>Municipal Road Maintenance Responsibilities</b>	
<b>By Relevant Municipality</b>	<b>By Primary Contractor</b>
<p><b>Roads - Litter/dirt sweeping.</b></p> <p><b>A3</b> With respect to <b>Items A1 and A2</b>, coordination with the Primary Contractor of proposed snow removal and litter/dirt sweeping.</p>	<p><b>Temporary Roads -</b> Temporary removal of construction materials and equipment identified during joint road inspection that would impede winter road maintenance and litter/dirt sweeping.</p> <p><b>B2b Non-Exclusive Roads and Temporary Roads -</b> Snow removal of those sections of road where, although the road surface is drivable by vehicles, the road surface is still compromised by construction activities in that it poses a risk to the relevant Municipality’s snow plough blade (such as, for example, temporary steel plates covering utility work, road ramps covering cabling, bailey bridge approaches, etc.). The Primary Contractor shall be responsible for removal of snow from these sections of roads, as well as within an allowance of 100m either side of the compromised road surface. The Primary Contractor shall be responsible for identifying these sections of roads to the relevant Municipality. The Primary Contractor shall be liable for any damages incurred by the relevant Municipality where these sections of roads have not been identified to the relevant Municipality.</p> <p><b>B3 Non-Exclusive Roads and Temporary Roads -</b> Dirt/dust sweeping where deemed by the Province’s Representative that dirt/dust on the road is primarily caused by, attributable to or required by the Primary Contractor’s construction activities on or adjacent to the affected road, necessitating road sweeping over and above that typically undertaken by the relevant Municipality. Where such additional sweeping is</p>

<b>Municipal Road Maintenance Responsibilities</b>	
<b>By Relevant Municipality</b>	<b>By Primary Contractor</b>
	undertaken by the relevant Municipality, instead of by the Primary Contractor, this sweeping will be at the cost and expense of the Primary Contractor.
<p><b>A4 Non-Exclusive Roads only</b> - All other maintenance of existing municipal roadway structures and elements (including existing pedestrian sidewalks) pertaining to road user safety including:</p> <ul style="list-style-type: none"> <li>• repair of existing road pavement (such as pot-holes)</li> <li>• repair or replacement of existing road signs</li> <li>• cleaning of existing roadside ditch drains and catch basins</li> <li>• restriping of existing pavement markings</li> <li>• landscape control and pruning of existing medians and boulevard to ensure unobstructed sight lines</li> <li>• maintenance (including bulb replacement) of pedestrian and roadway lighting</li> <li>• repair of existing pedestrian sidewalks</li> </ul> <p><b>A5</b> For certainty, the maintenance of existing municipal roadway structures and elements (including existing pedestrian sidewalks) set out at <b>Item A4</b> of this table only pertains to maintenance work not caused by, attributable to or required by the Primary Contractor's construction activities.</p>	<p><b>B4 Non-Exclusive Roads only</b> - Coordination and close cooperation with the relevant Municipality to facilitate all other road maintenance of existing Municipal Road structures and elements set out at <b>Item A4</b>.</p> <p><b>B5 Exclusive Roads and Non-Exclusive Roads</b> - Maintenance of all temporary roadway structures and elements (including existing pedestrian sidewalks) constructed by the Primary Contractor in accordance with Part 4 [Traffic Management] of Schedule 4 including:</p> <ul style="list-style-type: none"> <li>• repair of temporary road pavement (such as pot-holes)</li> <li>• repair or replacement of temporary road signs</li> <li>• cleaning of temporary roadside ditch drains and catch basins</li> <li>• restriping of temporary pavement markings</li> <li>• maintenance (including bulb replacement) of temporary pedestrian and roadway lighting</li> </ul> <p><b>B6 Exclusive Roads and Non-Exclusive Roads</b> - Maintenance of existing roadway structure and elements where deemed by the Province's Representative that such road maintenance is primarily caused by, attributable to or required by</p>

<b>Municipal Road Maintenance Responsibilities</b>	
<b>By Relevant Municipality</b>	<b>By Primary Contractor</b>
	<p>the Primary Contractor’s construction activities, necessitating road maintenance over and above that typically undertaken by the relevant Municipality. Where such additional road maintenance is undertaken by the relevant Municipality instead of by the Primary Contractor, this additional road maintenance will be at the cost and expense of the Primary Contractor.</p>
<p><b>A6 Non-Exclusive Roads only</b> – Maintenance of all existing Traffic Signals including:</p> <ul style="list-style-type: none"> <li>• repair or replacement of faulty or damaged Traffic Signal components</li> <li>• repair or replacement of traffic loops by the relevant Municipality’s electrical contractor</li> <li>• repairs to the traffic controller by the relevant Municipality’s electrical contractor.</li> </ul> <p><b>A7</b> For certainty, the maintenance of existing Traffic Signals set out at <b>Item A6</b> only pertains to maintenance work not caused by, attributable to or required by the Primary Contractor’s construction activities or required to be carried out by the Primary Contractor pursuant to <b>Item B7b</b>.</p> <p><b>A8</b> Where maintenance to existing traffic loops or traffic controllers is required and it is deemed by the Province’s Representative that such maintenance to traffic loops or traffic controllers is caused by, attributable to or required by the</p>	<p><b>B7a Non-Exclusive Roads and Exclusive Roads</b> – Maintenance of all modified and new Traffic Signals with the exception of the following Traffic Signal components:</p> <ul style="list-style-type: none"> <li>• traffic loops, and</li> <li>• traffic controller.</li> </ul> <p>The components of the traffic loops and the traffic controllers shall be maintained by an approved electrical maintenance contractor retained by the Primary Contractor, at its cost and expense.</p> <p><b>B7b</b> For certainty, all existing Traffic Signals falling under the jurisdiction of the City of Coquitlam will be considered to be modified Traffic Signals as of the earlier of (i) the Primary Contractor’s approved electrical maintenance contractor entering the traffic controller cabinet on behalf of the Primary Contractor to implement any Traffic Signal timing changes; or (2) the Primary Contractor physically modifying the existing Traffic Signal. For all other Municipalities, a modified Traffic Signal will be considered to be any existing Traffic Signal physically modified by the</p>

<b>Municipal Road Maintenance Responsibilities</b>	
<b>By Relevant Municipality</b>	<b>By Primary Contractor</b>
<p>Primary Contractor's construction activities, the relevant Municipality may, using its electrical maintenance contractor, undertake the necessary repairs at the cost of the Primary Contractor.</p>	<p>Primary Contractor.</p> <p><b>B8 Non-Exclusive Roads and Exclusive Roads</b> - Maintenance of existing Traffic Signals where deemed by the Province's Representative that such Traffic Signal maintenance is caused by, attributable to or required by the Primary Contractor's construction activities. Where such additional maintenance of Traffic Signals is undertaken by the relevant Municipality instead of by the Primary Contractor, this additional Traffic Signal maintenance will be at the cost and expense of the Primary Contractor. For certainty, the requirements set out in <b>Item B7a</b> pertaining to the maintenance work of traffic controllers and traffic cabinets may only be undertaken by the Primary Contractor's approved electrical maintenance contractor and <b>Item B7b</b> shall apply for maintenance of existing Traffic Signals.</p> <p><b>B9</b> Coordination and close cooperation with the relevant Municipality's electrical maintenance contractor or an electrical maintenance contractor as otherwise approved by the Province to allow maintenance of existing Traffic Signals, and existing, new or modified traffic loops and traffic controllers.</p>

- (d) Where the Primary Contractor is required to undertake road maintenance activities as set out in this Article 3.4 [Road Maintenance], the Primary Contractor shall offer the relevant Municipality the opportunity to undertake such road maintenance activities on behalf of the Primary Contractor on such terms and conditions as the Primary Contractor and the relevant Municipality may agree before the Primary Contractor engages any Subcontractor to perform such work. If a Municipality agrees to perform road maintenance activities on or

in respect of roads which are within its boundaries on terms and conditions acceptable to the Primary Contractor, the Primary Contractor shall retain the services of the relevant Municipality to undertake such road maintenance activities, at the Primary Contractor's cost and expense.

- (e) If the Province is invoiced for any costs or expenses in relation to the road maintenance activities set out in this Article 3.4 [Road Maintenance] which are the responsibility of the Primary Contractor or, if such costs and expenses are otherwise charged directly to the Province, the Province, after giving the Primary Contractor notice of such costs and expenses and seven (7) days in which to dispute liability for amounts invoiced or charged, may pay such costs and expenses and, upon demand, the Primary Contractor shall forthwith reimburse the Province for any amount so paid or, if the Province so elects, the Province may deduct any amount so paid or to be paid by the Province from any payments owing by the Province to the Primary Contractor.
- (f) In addition to the requirements set out in Article 3.4 [Road Maintenance], Part 2 of Schedule 4, pertaining to Traffic Signals, the Primary Contractor shall be responsible for ensuring that the signal cabinet log book for both modified and new Traffic Signals is accurately maintained by an electrical maintenance contractor approved by the relevant Municipality.

### 3.5 Utility Maintenance

The maintenance and repair of Utilities (including Public Utilities owned by a Municipality within Municipal Lands) shall be undertaken in accordance with Article 8 [Utilities], Part 2 of Schedule 4.

### 3.6 Cooperation, Schedule and Work Priority

- (a) The Primary Contractor shall develop and submit to the Province's Representative for review, acting reasonably, pursuant to the Review Procedure, a schedule of those elements of the Construction Schedule which pertain to each Municipality so that the Province may provide the same to each Municipality and to facilitate the coordination of the Work with the operation, maintenance, repair and replacement of Municipal Infrastructure by the Municipality.
- (b) As required by the Province, the Primary Contractor shall require the Communications Manager or a designated representative of the Primary Contractor to attend any meeting between the Province and any Municipality or their respective representatives on matters which relate to the development and construction of the Evergreen Line within the applicable Municipal Lands and any other matters of concern in relation to such development and construction.

- (c) If so required by the Province, the Primary Contractor shall assist the Province in preparing a report within 15 Business Days after each meeting contemplated in Article 3.6(b) of this Part 1, by providing, in a timely manner, comprehensive, accurate and detailed information sufficient to enable the Province to prepare such report, the contents of which shall include:
  - (i) details of how the Primary Contractor has considered the concerns, issues and matters raised by the Municipality and how the Primary Contractor proposes to address and remedy each of the concerns, issues and matters raised by the Municipality; and
  - (ii) if the Primary Contractor proposes not to address or remedy in whole or in part any concern, issue or matter raised by the Municipality, reasons why such concern, issue or matter raised by the Municipality is proposed to not be addressed or remedied.
- (d) Nothing in this Article 3.6 [Cooperation, Schedule and Work Priority] shall affect the obligation of the Primary Contractor to comply with any requirements of this Agreement with respect to Public Utilities owned by a Municipality pursuant to Article 8 [Utilities], Part 2 of Schedule 4.
- (e) The Primary Contractor acknowledges that the relevant Municipalities will continue to perform their development application approval function and obligation for lands in and around the Project Lands during the Design and Construction of the Evergreen Line and, as such, where municipal utility work or roadworks resulting from any municipal development approval is required on the Project Lands, the Primary Contractor shall:
  - (i) co-operate reasonably with the relevant Municipality and the land owner of the development, as applicable, to accommodate such municipal utility work or roadworks; and
  - (ii) be responsible for coordinating such municipal utility work or roadworks with the relevant Municipality and land owner of the development, as applicable, where these works are either in conflict with the Design and Construction of the Evergreen Line, or where these works fall within any part of the Site where construction activities are being carried out.

### **3.7 Surveys, Inspections, Plans, Drawings and Other Information**

- (a) Prior to commencing construction activities within a Municipality, the Primary Contractor shall conduct a Pre-Construction Condition Survey of all Municipal Infrastructure that may potentially be damaged or impacted, directly or indirectly, by all work required in the design, construction, testing and

commissioning of the Evergreen Line and the Primary Contractor shall thereafter conduct condition surveys and Post-Condition Construction Surveys with respect thereto, and shall provide all reports required in respect thereof, all in accordance with Article 4 [Existing Conditions], Part 2 of Schedule 4.

- (b) The Primary Contractor shall:
  - (i) monitor the Barnet Highway overpass over the CPR tracks at the intersection of Ioco Road and Barnet Highway for structural impacts during the construction of any “Project Works” within the “Zone of Influence” (as the “Project Works” and “Zone of Influence” are defined in the Port Moody Municipal Agreement); and
  - (ii) provide the Province’s Representative with the monitoring information as it becomes available to the Primary Contractor.
- (c) Subject to any applicable requirements in Article 8 [Utilities] and Article 9 [Roads], both Part 2 of Schedule 4, all drawings for any Municipal Infrastructure that is to be constructed, installed, altered, upgraded and/or or augmented by the Primary Contractor shall be prepared by the Primary Contractor in accordance with the current drawing standards of the relevant Municipality.
- (d) The Primary Contractor shall deliver record drawings for any Municipal Infrastructure that has been constructed, installed, altered, upgraded and/or or augmented by the Primary Contractor in accordance with the requirements for record drawings set out in Article 3.2.1.1 [Record Drawings], Part 3 of Schedule 4:
  - (i) to the Province’s Representative for review, acting reasonably, in accordance with the Review Procedure, within 30 days following substantial completion of the applicable Municipal Infrastructure; and
  - (ii) following the review by the Province’s Representative in accordance with Article 3.7(d)(i) of this Part 1, to the applicable Municipality within 60 days following substantial completion of the applicable Municipal Infrastructure.

### 3.8 Municipal Enhancements

- (a) The Primary Contractor has no obligation under this Agreement to undertake work on or in respect of Municipal Infrastructure other than as provided by this Agreement.
- (b) The Primary Contractor shall consider requests by any Municipality for the construction by the Primary Contractor of new works and infrastructure and upgrades to existing Municipal Infrastructure on such terms and conditions as

the Primary Contractor and such Municipality may agree. Any work so undertaken by the Primary Contractor shall not be part of the Work and shall not be undertaken by the Primary Contractor unless such additional work can be designed and constructed without impacting the Project Schedule or negatively affecting the performance or increasing the cost of any part of the Work. Any such work undertaken by the Primary Contractor shall be, as between the Primary Contractor and the Province, at the sole risk, cost and expense of the Primary Contractor and the Primary Contractor shall be solely responsible for reaching agreement with the relevant Municipality on the terms and conditions for any such work, including payment terms, scheduling, interactions with third parties, performance of any warranty or deficiency work associated therewith and collection of all amounts owing to the Primary Contractor in connection therewith.

### 3.9 Handover

Any Municipal Infrastructure that has been constructed, installed, altered, upgraded and/or augmented by the Primary Contractor shall be handed over by the Primary Contractor in accordance with the applicable handover requirements contained in Article 8 [Utilities], Part 2 of Schedule 4, in respect of Public Utilities, and Article 9 [Roads], Part 2 of Schedule 4, in respect of roads.

### 3.10 Repairs to Damaged Municipal Infrastructure

If it is determined, whether pursuant to the Post-Construction Condition Survey in accordance with Article 4 [Existing Conditions], Part 1 of Schedule 4, or otherwise, that the Primary Contractor has damaged any Municipal Infrastructure in the performance of the Work, then the Primary Contractor shall:

- (a) where the relevant Municipal Agreement provides that the Municipality shall undertake the repair of such damage, reimburse the Municipality for the cost of such repairs; or
- (b) where the relevant Municipal Agreement does not provide that the Municipality shall undertake the repair, repair such damage, at the Primary Contractor's cost and expense,

to the extent necessary to restore the damaged Municipal Infrastructure on a Like-for-Like basis.

### 3.11 Assistance with Notice and Disputes

- (a) The Primary Contractor shall cooperate with and provide, at its own cost and expense, all information, documentation and other assistance reasonably requested by the Province, as applicable, to:
  - (i) give notice to the relevant Municipality in accordance with the provisions of the relevant Municipal Agreement relating to the Work on or in respect of Municipal Lands owned by such Municipality; and
  - (ii) resolve any dispute between the relevant Municipality and the Province, as applicable, relating to the Work on or in respect of Municipal Lands owned by such Municipality in accordance with the dispute resolution procedures of the relevant Municipal Agreement.