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Article 6. Work by Others

6.1 General

6.1.1 Scope

- (a) This Article 6 [Work by Others] identifies works to be undertaken by parties other than the Primary Contractor, such as the Province, TransLink, Municipalities, Utilities or other Third Party Contractors, in connection with and to facilitate the Work.
- (b) Without limiting any other obligations of the Primary Contractor under this Agreement, including under Section 4.7 [Access to Site and Project Infrastructure by Others] and Section 4.11 [Health and Safety], the Primary Contractor shall be responsible for the scheduling and the coordination of the Work with work undertaken by parties other than the Primary Contractor in accordance with this Article 6 [Work by Others].

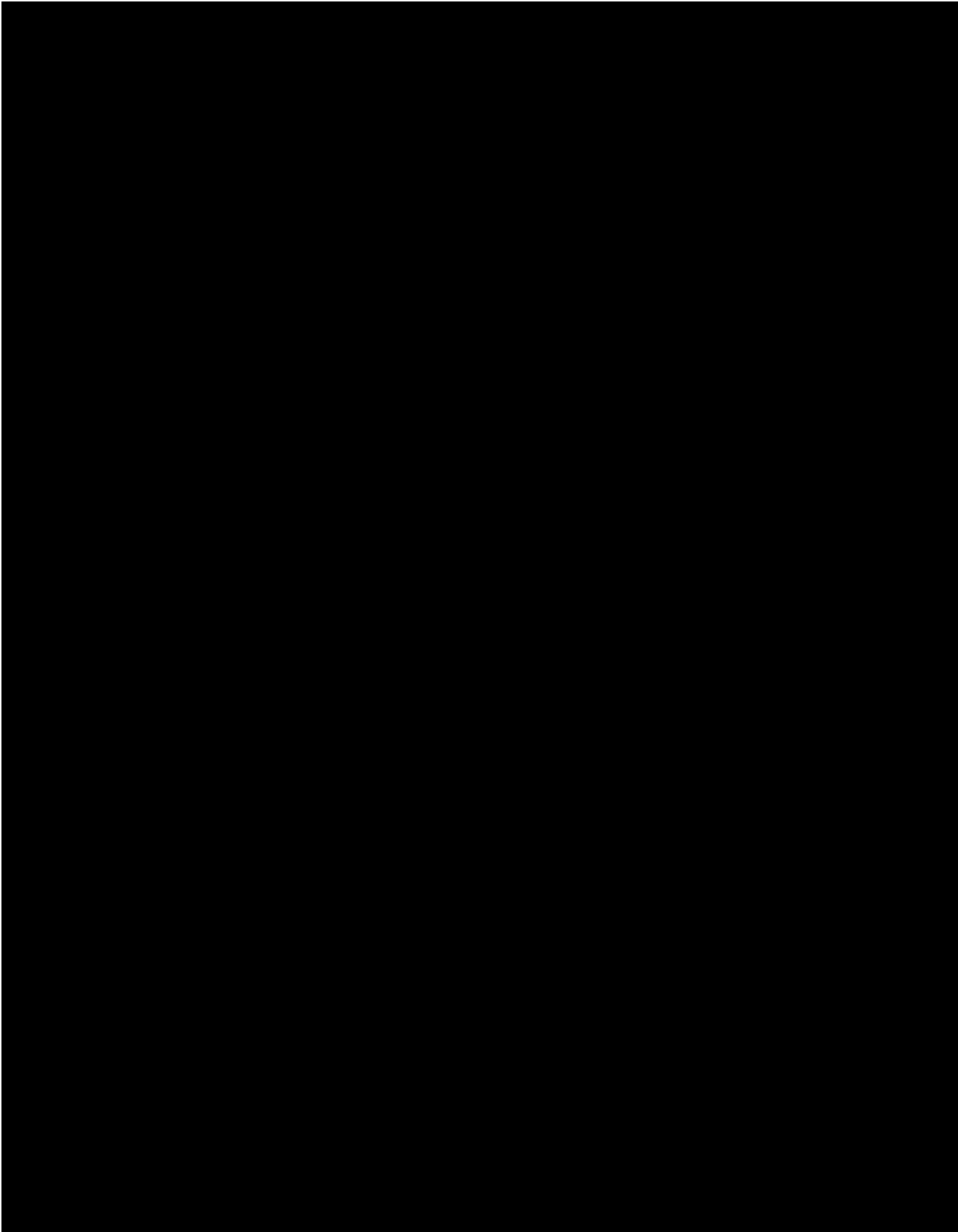
6.2 Advance Work

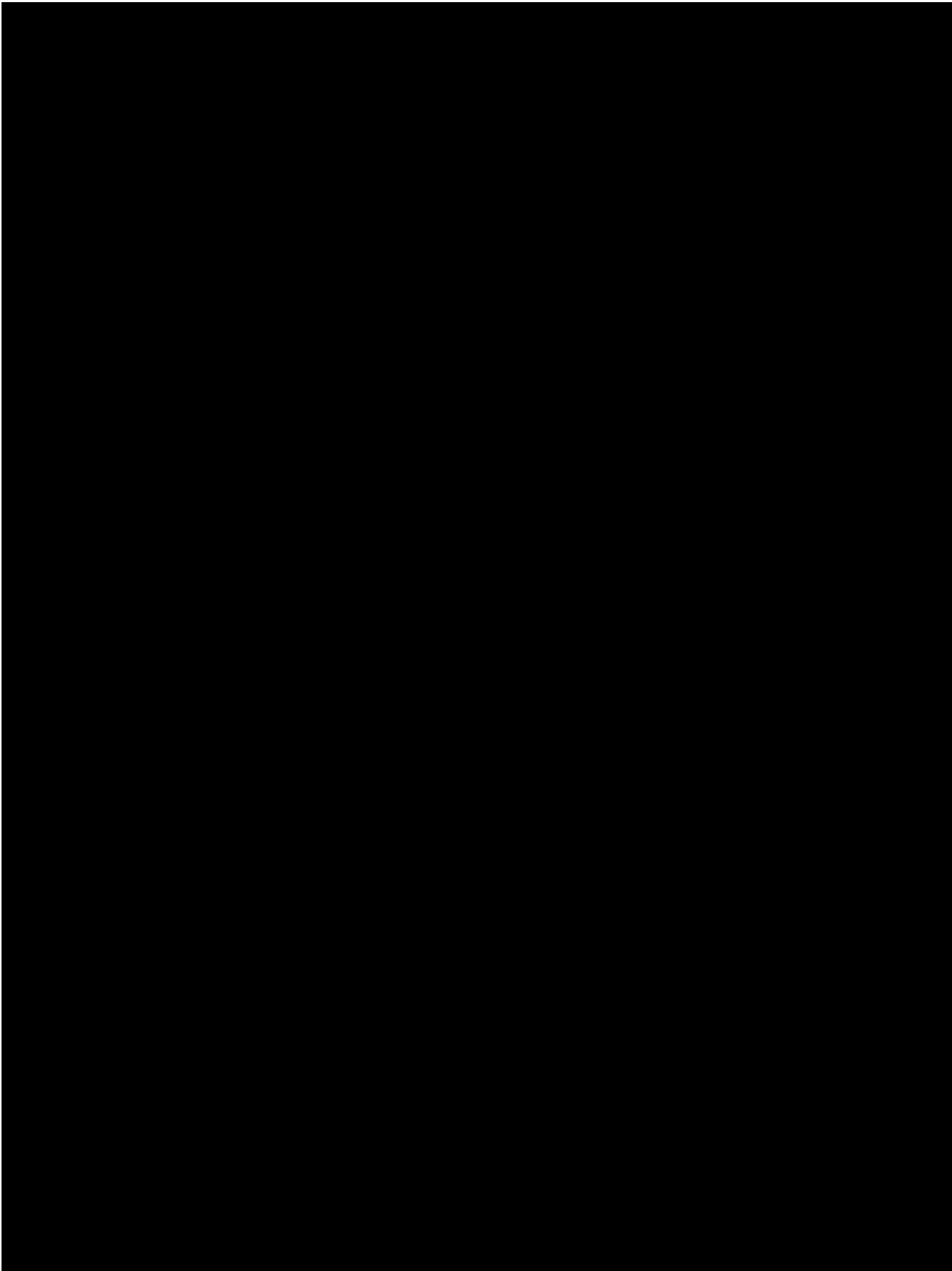
6.2.1 General

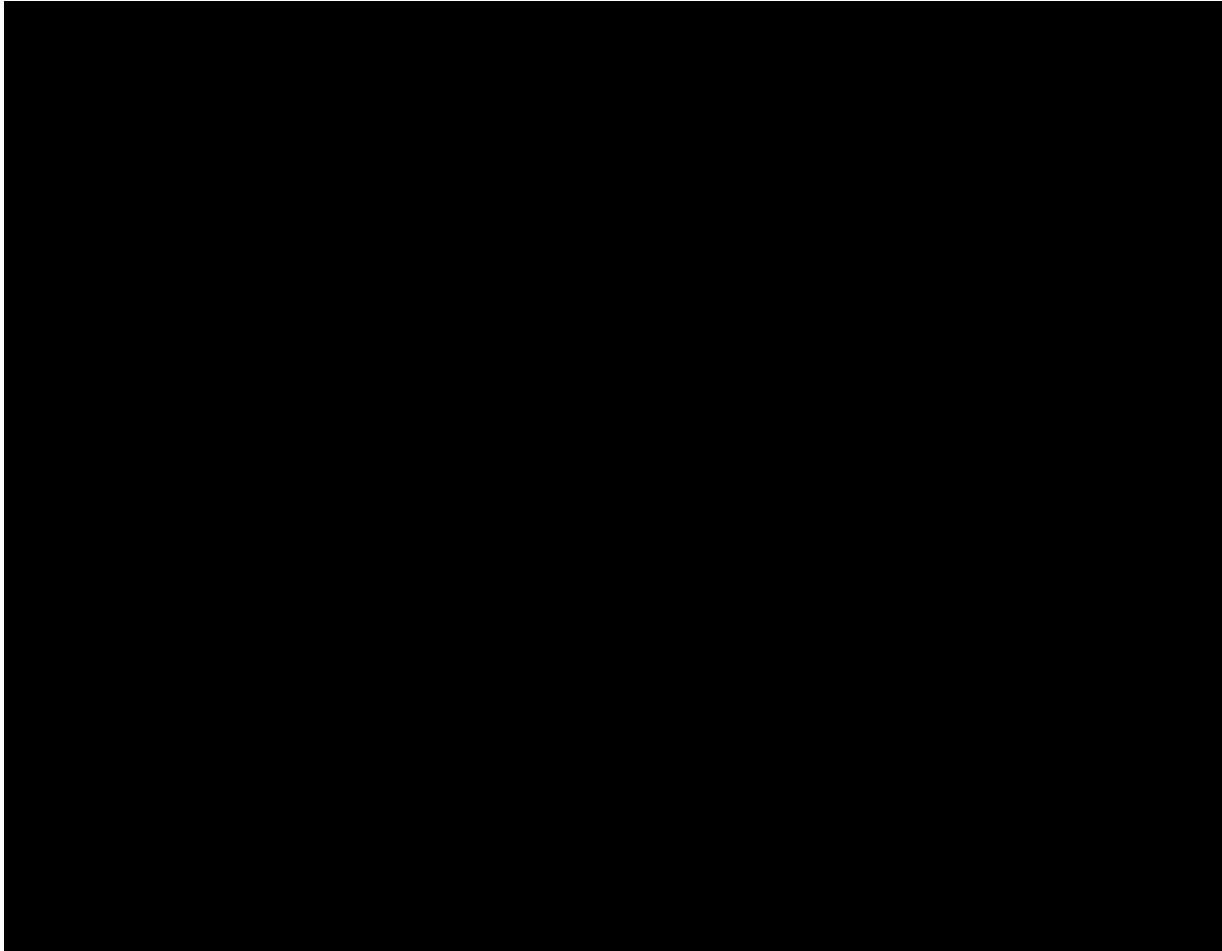
The Primary Contractor acknowledges that the Advance Work Contractors are performing Advance Work on certain parcels of Project Lands after the Effective Date, and such parcels of Project Lands will not be made available to the Primary Contractor until the Specified Access Dates in respect of such parcels of Project Lands.

6.2.2 North Road Widening Work

- (a) The North Road Widening Work to be undertaken by the applicable Advance Work Contractor(s) includes the realignment of the southbound lanes to the west of North Road between Austin Avenue and Smith Street by the applicable Advance Work Contractor(s). Further details of the work are provided in the North Road Widening Work Contract but, for certainty, the North Road Widening Work does not include the work set out in Article 6.2.3(a)(i)A. of this Part 1.
- (b) The anticipated completion date of the North Road Widening Work will be no later than the Specified Access Date set out in Schedule 7 [Lands] for those Designated Project Lands affected by the North Road Widening Work.
- (c) Notwithstanding the North Road Widening Work Contract, the Primary Contractor shall be responsible for the completion of the road works on North Road between Austin Avenue and Smith Street in accordance with Article 9 [Roads], Part 2 of Schedule 4.







6.2.4 BC Hydro Transmission Lines Work

- (a) The BC Hydro Transmission Lines Work to be undertaken by BC Hydro and/or the Advance Work Contractors or the Concurrent Work Contractors, as applicable, includes:
 - (i) as Advance Work, the underground relocation of the 69kV transmission line located on the south side along Como Lake Avenue;
 - (ii) as Advance Work, the temporary raising of the 69kV transmission line located on the north side along Como Lake Avenue
 - (iii) as Advance Work, the relocation of the Q-Net fibre ductbank along the south side of Como Lake Avenue between the east side of Clarke Road and Emerson Street; and
 - (iv) as Concurrent Work, the lowering of the temporarily-raised 69kV transmission line to an acceptable elevation above the completed Guideway, as determined between the Primary Contractor and BC Hydro.

- (b) The anticipated date of completion for the work set out in Articles 6.2.4(a)(i) and (ii), both of this Part 1 will be no later than the Specified Access Date as set out in Schedule 7 [Lands] for those Designated Project Lands affected by the BC Hydro Transmission Lines Work.
- (c) The Primary Contractor shall, as part of the Work, be responsible for coordinating and scheduling of the work set out in Article 6.2.4(a)(iii) of this Part 1 with BC Hydro and the applicable Concurrent Work Contractor(s), which Work shall be completed no later than the Substantial Completion Date.
- (d) Further details of the BC Hydro Transmission Lines Work, both Advance Work and Concurrent Work portions, are provided as Disclosed Data in the BC Hydro Transmission Lines Work Contract.

6.2.5 Installation of Fibre Optic Cable Work

- (a) The Installation of Fibre Optic Cable Work includes the installation of additional fibre optic cable for the Evergreen Line from the OMC to Lougheed Town Centre Station by the applicable Advance Work Contractor(s), which work is being undertaken as part of TransLink's upgrade of the overall Existing SkyTrain System fibre optic system.
- (b) Further details of the Installation of Fibre Optic Cable Work are provided as Disclosed Data in the Installation of Fibre Optic Work Contract.
- (c) The anticipated date of completion of the Installation of Fibre Optic Cable Work by the Advance Work Contractor(s) is no later than April 30, 2013.

6.2.6 CPR Track Relocation Work

- (a) The CPR Track Relocation Work includes:
 - (i) the shifting of a section of the existing CPR tracks near Queens Street to the north of its current location by the Advance Work Contractor(s); and
 - (ii) the realignment of a section of Columbia Street to accommodate the CPR track relocation referenced in Article 6.2.6(a)(i) of this Part 1.
- (b) Further details of the CPR Track Relocation Work are provided in the CPR Track Relocation Work Contract and in Paragraphs 1.1 through 1.12 of Schedule "A" to CPR CATRA.
- (c) The anticipated date of completion of the CPR Track Relocation Work will be no later than the Specified Access Date as set out in Schedule 7 [Lands] for those Designated Project Lands affected by the CPR Track Relocation Work.

6.2.7 Demolition and Modification Work

- (a) The anticipated date of completion of the Advance Demolition and Modification Work will be no later than the Specified Access Date as set out in Schedule 7

[Lands] for those Designated Project Lands affected by the Advance Demolition and Modification Work.

- (b) The Primary Contractor shall, as part of the Work, be responsible for the Demolition and Modification Work.

6.2.8 Coordination with Advance Work Contractors

If an Advance Work Contractor requires access to the Site after the relevant Specified Access Date specified in this Article 6.2 [Advance Work] or, in the case of the Installation of Fibre Optic Cable Work, after the anticipated date of completion specified in Article 6.2.5(c) of this Part 1, as the case may be, to complete Advance Work, or deficiency, warranty, seasonal or other work related to any Advance Work, for the purposes of this Agreement, including Article 6.3.1 [Coordination with Concurrent Work Contractors] of this Part 1:

- (a) such Advance Work Contractor, while it is on the Site after the applicable date, shall be deemed to be a Concurrent Work Contractor for the purposes of this Agreement; and
- (b) any such Advance Work, or deficiency, warranty, seasonal or other work related to any Advance Work, shall be deemed to form part of the Concurrent Work.

6.3 Concurrent Work

6.3.1 Coordination with Concurrent Work Contractors

- (a) The Primary Contractor shall consult and co-ordinate its activities with each of BC Hydro, TransLink and the Concurrent Work Contractors, as applicable, and shall carry out the Work and perform its obligations under this Agreement so as not to prevent or unnecessarily hinder BC Hydro, TransLink and the Concurrent Work Contractors, as applicable, from performing and completing any of the Concurrent Work Components and so that, to the greatest extent possible, the Work and the Concurrent Work may proceed in a co-coordinated and efficient manner with minimum disruption or adverse impact to the flow of Traffic within the Site and adjacent properties.
- (b) The Primary Contractor shall not take, or omit to take, or permit to be taken or omitted to be taken by any person for whom the Primary Contractor is in law responsible, any action that results in the Province or TransLink being in breach of any of its obligations relating to any Concurrent Work Component contracts.
- (c) Neither the Province nor BCTFA will be in breach of this Agreement or any of its obligations under this Agreement and, except as otherwise expressly provided in this Agreement, the Primary Contractor will not have any Claim against the Province or BCTFA, as a result or arising out of any term or condition contained in any of the Concurrent Work Component contracts or any exercise of rights (whether proper or improper) or default by BC Hydro, TransLink or any

Concurrent Work Contractor relating to any Concurrent Work Component contracts.

- (d) In the event of any disagreement or dispute between the Primary Contractor and BC Hydro, TransLink and/or any Concurrent Work Contractor with respect to the co-ordination of their respective activities under this Agreement and any Concurrent Work Component, respectively, the disagreement or dispute shall be resolved by the Province, having due regard to the rights and interests of all parties, and the decision of the Province with respect to any such matter shall not be subject to the Dispute Resolution Procedure.

6.3.2 Concurrent Landscaping Work

- (a) The Concurrent Landscaping Work includes the permanent construction by the Concurrent Work Contractor(s) of hard and soft landscaping, including some permanent parking lot reconfigurations:

- (i) at the Stations; and
- (ii) at the south tunnel portal area,

as described and defined by the Scope Split Drawings (collectively the "**Concurrent Landscaping Areas**", which areas form part of the Scope Split Area).

- (b) The Primary Contractor shall be responsible for all other landscaping other than the Concurrent Landscaping Work, as set out in the Scope Split Drawings, including:
- (i) the landscaping required in respect of Municipal Roads as set out in Article 9 [Roads], Part 2 of Schedule 4;
 - (ii) the landscaping work required at Port Moody WCE Station as set out in Article 10.23 [Landscape – Port Moody WCE Station], Part 2 of Schedule 4; and
 - (iii) the preparatory works required for the Concurrent Landscaping Areas as set out in Article 18.2.2 [Work Adjacent to Stations], Part 2 of Schedule 4.
- (c) Subject to the Scope Split Drawings and without limiting any other provision of this Agreement, the Primary Contractor shall make all areas contained within the Concurrent Landscaping Areas available to the Province and the applicable Concurrent Work Contractor(s) to facilitate performance of the Concurrent Landscaping Work as early as possible, but not later than four months prior to the Substantial Completion Date unless otherwise approved by the Province in its discretion.
- (d) Where the Concurrent Work Contractor(s) cannot perform the Concurrent Landscaping Work due to the Primary Contractor not making the Concurrent Landscaping Areas available as required by Article 6.3.2(c) of this Part 1, the Primary Contractor shall be responsible, at its cost, for any temporary

landscaping works, including maintenance and subsequent removal thereof, that the Province may require the Concurrent Work Contractor(s) to construct and/or carry out to ensure that the areas surrounding the Stations are accessible to all Evergreen Line passengers as of Service Commencement until such time that the Concurrent Landscaping Work is capable of being completed.

6.3.3 Concurrent Transit Interface Facilities Work

- (a) The Concurrent Transit Interface Facilities Work includes the construction by the applicable Concurrent Contractor(s) of:
 - (i) both permanent bus exchange and park & ride facilities at Port Moody Central Station; and
 - (ii) the permanent bus exchange facility at Burquitlam Station,as described and defined by the Scope Split Drawings (the “**Concurrent Transit Interface Facilities Work Areas**”, which areas form part of the Scope Split Area).
- (b) The Primary Contractor shall be responsible for all permanent transit interface works other than the Concurrent Transit Interface Facilities Work, as set out in the Scope Split Drawings, the Bus Integration Plans and in Article 18 [Integration with Transit Facilities], Part 2 of Schedule 4.
- (c) Subject to the Scope Split Drawings and without limiting any other provision of this Agreement, the Primary Contractor shall make all Concurrent Transit Interface Facilities Work Areas available to the Province and the applicable Concurrent Work Contractor(s) to perform the Concurrent Transit Interface Facilities Work as early as possible, but not later than nine months prior to the Substantial Completion Date unless otherwise approved by the Province, in its discretion.
- (d) Where the applicable Concurrent Work Contractor(s) cannot perform the Concurrent Transit Interface Facilities Work due to the Primary Contractor not making the Concurrent Transit Interface Facilities Work Areas available as required by Article 6.3.3(c) of this Part 1, the Primary Contractor shall be responsible, at its cost, for any temporary works, including maintenance and subsequent removal thereof, that the Province may require the Concurrent Work Contractor(s) to construct and/or carry out to ensure that the operations of the facilities set out in Article 6.3.3(a) of this Part 2 are acceptable to relevant Transit Operators and accessible to all Evergreen Line passengers as of Service Commencement until such time that the Concurrent Transit Interface Facilities Work is capable of being completed.

6.3.4 Smart Card and Faregates Work

- (a) See Article 14 [Smart Card and Faregates Work] and Article 18 [Integration with Transit Facilities], both of Part 2 of Schedule 4.