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Attachment A to Article 1 - Demolition and Utility Service Capping Procedure

Article 1. General

1.1 Evergreen Line Operating Parameters

1.1.1 System Operating Hours

- (a) The Primary Contractor shall undertake the Design and Construction of the Evergreen Line such that the Integrated SkyTrain System is capable of providing passenger service every day of each year from approximately 05:00 to 01:30 on the following day, with fewer service hours on Saturdays, Sundays, and holidays as may be specified by TransLink and such that approximately 15 minutes prior to the commencement of passenger service each day, and approximately 15 minutes after the completion of passenger service on the following day, a Train without Passengers may sweep, as applicable, the Existing SkyTrain System or the Integrated SkyTrain System.

1.1.2 Environment

- (a) Without limiting any other provision of this Agreement, the Primary Contractor shall provide, perform and carry out the Work, including the Design and Construction of the Project Infrastructure to the extent required to be constructed, installed, altered, upgraded or augmented by the carrying out of the Work, so as to ensure that the Operational Evergreen Line is capable of operation at all times under the following ambient environmental conditions:
 - (i) temperature range: -20°C to +40°C;
 - (ii) humidity range: 10% to 100% with condensation;
 - (iii) maximum wind velocity: 90km/hr sustained, with gusts to 130km/h;
 - (iv) maximum rainfall rate: 26mm/h;
 - (v) maximum daily rainfall: 89.4mm;
 - (vi) maximum daily snowfall: 31.2cm;
 - (vii) freezing rain: 1 day per year;
 - (viii) the Seismic Performance Level requirements as set out in Article 5 [Seismic], Part 2 of Schedule 4; and
 - (ix) any other conditions that can cause ice, frost, dew, or other condensation to form on the Guideway (for certainty, this Article 1.1.2(a)(ix) shall not require the Primary Contractor to provide, perform and carry out the Work to ensure that the Operational Evergreen Line is capable of operation at temperature, humidity, wind velocity, rainfall, snowfall or

freezing rain levels or seismic requirements that fall outside the relevant levels or requirements specified in Articles 1.1.2(a)(i) to (viii) of this Part 2, as applicable).

1.1.3 Proposed Operations at Lougheed Town Centre Station

- (a) The Evergreen Line will require changes to operations of the Existing SkyTrain System at Lougheed Town Centre Station. Figure 1.1.3 [Lougheed Town Centre Station Operations] of this Part 2 illustrates the proposed operation at Lougheed Town Centre Station. The existing platforms will maintain current departure points. Trains bound for VCC-Clark station will continue to depart from Lougheed Town Centre Station inbound platform. Trains bound for Columbia Station and Waterfront Station will continue to depart from the Lougheed Town Centre Station outbound platform. Trains bound for Douglas College Station will depart from the new northernmost platform at Lougheed Town Centre Station.

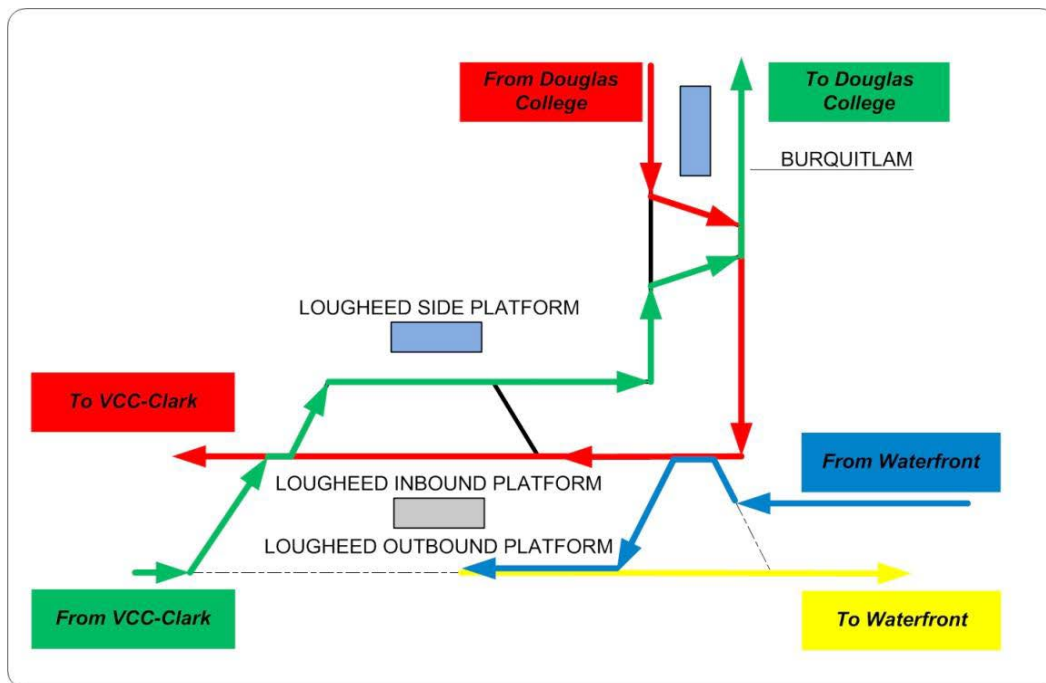


Figure 1.1.3: Lougheed Town Centre Station Operations

1.2 Province Project Office

- (a) The Primary Contractor shall, at its sole cost and expense, make available to the Province until 20 days after the Total Completion Date a minimum of 5,000 square feet of office space for the Project, together with twelve secured parking stalls.

- (b) The Project office space provided by the Primary Contractor pursuant to Article 1.2(a) of this Part 2 shall include sufficient office furnishings and equipment, other than computer and telephone network systems, to permit the unrestricted use of the office space by the Province.

1.3 Demolition and Modification Work

1.3.1 General

- (a) The Primary Contractor shall be responsible for the demolition and/or modification of buildings located on certain parcels of the Designated Project Lands in accordance with this Article 1.3 [Demolition and Modification Work] and as identified and described further in the applicable Conditions of Access (the “**Demolition and Modification Work**”).
- (b) Unless otherwise specified in the applicable Conditions of Access, the Province has completed a hazmat investigation of the buildings to be demolished and/or modified by the Primary Contractor, and the reports from such investigations have been provided as Disclosed Data.
- (c) Unless otherwise specified in the applicable Conditions of Access, the Primary Contractor shall, with effect from the commencement of the Access Period in respect of any relevant parcel, be responsible for the buildings subject to the Demolition and Modification Work, including payment of any utility fees, security and maintenance, and protection against vandalism.

1.3.2 Demolition of Buildings

- (a) Unless otherwise specified in the applicable Conditions of Access, prior to termination or expiry of the Access Period in respect of any relevant parcel, the Primary Contractor shall, for all buildings to be demolished as part of the Demolition and Modification Work, be responsible for all utility disconnects, the removal of the buildings and foundations, the backfill and grading of the applicable parcel of land, and on such termination or expiry shall hand over the entire parcel to the Province in a safe, clean and tidy condition.
- (b) Although the Primary Contractor is not required to obtain a demolition permit from the applicable Municipality in respect of the Demolition and Modification Work, the Primary Contractor shall comply with any applicable provincial and federal Laws, including those requirements related to the removal and disposal of any hazardous building materials.
- (c) The Primary Contractor shall submit any proposed building modification work to the Province’s Representative for review, acting reasonably, in accordance with the Review Procedure.

- (d) The Primary Contractor shall, with respect to any demolitions of buildings being undertaken by the Primary Contractor within the City of Coquitlam, comply with the requirements set out in Attachment A [Demolitions and Utility Capping Procedure] to this Article 1.

1.3.3 Modification of Buildings

- (a) Where the applicable Conditions of Access provide the Primary Contractor with the option of modifying an existing building which is to remain after the completion of the Work, the Primary Contractor shall comply with the applicable Municipality's building by-laws and any applicable Provincial and Federal legislation requirements, including building and occupancy permit processes, and, prior to the termination or expiry of the Access Period in respect of any relevant parcel, the Primary Contractor shall provide the Province with the occupancy permit for each building modified as part of the Demolition and Modification Work. Unless otherwise specified in the applicable Conditions of Access, the Primary Contractor shall ensure the following:
 - (i) any proposed building modification work does not diminish the use of a building from such business uses permitted within the applicable building prior to the commencement of the Work; and
 - (ii) any proposed building modification work is submitted to the Province's Representative for acceptance, in its discretion, in accordance with the Consent Procedure.
- (b) Where the Primary Contractor has undertaken any modification of a building as part of the Demolition and Modification Work, the Primary Contractor shall hand over the applicable parcel to the Province with full utility services connected for such building and in a safe, clean and tidy condition.

**Attachment A [Demolition and Utility Service Capping Procedure]
to Article 1**

1. The Primary Contractor shall, prior to carrying out the demolition of a building (including a temporary building), comply with the following requirements:
 - (a) The Primary Contractor shall provide the City of Coquitlam with;
 - (i) a description of the parcel on which the building to be demolished is located;
 - (ii) a detailed description of the method of demolition to be used, the dates and times scheduled for demolition, the method of disposing of the demolition debris, the restoration measures for the parcel following demolition and the safety precautions to be taken on the parcel and adjacent areas during the course of demolition; and
 - (iii) evidence that existing services to the building have been capped by the City's Operations Department and utilities providers.
 - (b) The Primary Contractor shall complete the normal demolition/utility capping form(s) for review, processing and record of the City of Coquitlam.
 - (c) The Primary Contractor shall pay a City building department inspection charge of \$70 per demolition site for pre-inspections. The City building department will leave site safety and management up to the Primary Contractor; however, the City building department will likely drop by the site sometime before and after the demolition to view the site. Any issues of concern will be brought to the attention of the Province's Representative.
2. The Primary Contractor shall be permitted to excavate and cap City sanitary sewer and drainage services in accordance with the City's standard, complete with trench and road/surface restoration to current MMCD standard or better. Prior to trench backfill, the designated City Public Works inspector is to be called to inspect capping work. The Primary Contractor shall provide the City with a minimum 48 hours' advance notice of planned work and shall pay to the City the actual costs of field inspection.
3. The Primary Contractor shall be permitted to excavate City water service, and shall backfill to the City's standard, complete with trench and road/surface restoration to current MMCD standard or better. The Primary Contractor shall not operate any water valves or undertake the water service capping and the City's own forces shall cap water service and/or operate water valves. The Primary Contractor shall provide the City with a minimum of 48 hours' advance notice of planned work and shall pay to the City the actual costs of the works and field inspections undertaken by the City.

4. The Primary Contractor will adhere to all provincial safety requirements regarding demolitions.
5. The Primary Contractor shall be responsible for arranging full utility locates.
6. The Primary Contractor shall provide the City with notice of road closures and a road closure plan in advance of any demolition work to be completed.