

**SCHEDULE 5
ENVIRONMENTAL OBLIGATIONS**

PART 1 DEFINITIONS 1

PART 2 PRIMARY CONTRACTOR’S ENVIRONMENTAL OBLIGATIONS 2

2.1 Primary Contractor’s Environmental Obligations..... 2

2.2 Environmental Impacts, Changes to Environmental Assessment Certificate and Impacts to Federal Exclusion Determination..... 3

2.3 Environmental Reference Documents..... 4

2.4 Best Management Practices 6

2.5 Environmental Permits..... 6

2.6 Fisheries Authorization 6

2.7 Inquiries to Environmental Authorities..... 8

2.8 Environmental Records 8

2.9 Performance Measures 8

PART 3 ENVIRONMENTAL MANAGEMENT 8

3.1 Environmental Manager 8

3.2 Environmental Specialists 9

3.3 General Environmental Management..... 9

3.4 Environmental Plans and Reports 10

3.5 Environmental Work Plans 11

3.6 Weekly Environmental Inspection Reports..... 12

3.7 Monthly Environmental Management Reports 13

3.8 Environmental Final Completion Report 14

3.9 Annual Certificate of Compliance..... 14

3.10 Environmental Site Assessment and/or Environmental Audit..... 15

3.11 Construction Environmental Management Plan..... 15

3.12 Component Plans..... 16

PART 4 HAZARDOUS SUBSTANCES AND CONTAMINATION..... 19

4.1 Waiver of Site Profile..... 19

4.2 No Use of Hazardous Substances..... 19

4.3 Property in Hazardous Substances 20

4.4 Dealing with Contamination on the Site 20

4.5 Notification to Province 21

4.6 Notification to Environmental Authorities..... 22

4.7 Province Change 22

Appendix A Environmental Assessment Certificate

Appendix B Table of Commitments

Appendix C Federal Exclusion Documents

**PART 1
DEFINITIONS**

In this Schedule, in addition to the definitions set out in Schedule 1 [Definitions and Interpretation], and unless otherwise specified or the context otherwise requires, the following words and expressions have the following meanings:

“Best Management Practices” means, for the purposes of this Schedule, the environmental best management practices applicable for the construction of advanced light rail transit systems, similar to the Evergreen Line, as required by Good Industry Practice, the Reference Documents and the Design-Build Requirements.

“DFO” means the department of the Government of Canada called the “Department of Fisheries and Oceans”.

“Disposal at Sea Permit” means a permit issued pursuant to section 127 of the *Canadian Environmental Protection Act* for the disposal of waste and other materials, including bored tunnel spoils, if any, in connection with this Agreement.

“Environmental Final Completion Report” means the report described in Section 3.8 [Environmental Final Completion Report] of this Schedule.

“Environmental Inspection Reports” means the reports described in Section 3.6 [Weekly Environmental Inspection Reports] of this Schedule.

“Environmental Work Plans” means the plans described in Section 3.5 [Environmental Work Plans] of this Schedule.

“Fisheries Authorizations” means all authorizations required to be obtained (whether in the name of either or both of the Primary Contractor and the Province) under subsection 35(2) or any other provision of the *Fisheries Act* (Canada) in respect of the Project and the Work.

“HADDs” means the harmful alteration, disruption or destruction of fish habitat.

“Inter-Agency Environmental Review Committee” or **“IAERC”** means the committee named as such in the Table of Commitments.

“Monthly Environmental Reports” means the reports prepared pursuant to Section 3.7 [Monthly Environmental Management Reports] of this Schedule.

“Site Registry” has the meaning given in section 39 of the *Environmental Management Act* (British Columbia).

**PART 2
PRIMARY CONTRACTOR'S ENVIRONMENTAL OBLIGATIONS**

2.1 Primary Contractor's Environmental Obligations

The Primary Contractor shall:

- (a) manage all environmental issues associated with the Project in accordance with this Agreement;
- (b) observe, comply with, and perform all of its duties and obligations under this Agreement, and cause all persons for whom the Primary Contractor is in law responsible to observe, comply with and perform such duties and obligations in accordance with:
 - (i) all applicable Environmental Laws and Permits;
 - (ii) the relevant requirements under any applicable Laws (including Environmental Laws) and all applicable Reference Documents that are current at the time of performance of all or any part of the Work;
 - (iii) the Environmental Assessment Certificate, including any commitments or requirements arising out of any amendment to the Environmental Assessment Certificate as may be subsequently issued from time to time;
 - (iv) the Table of Commitments; and
 - (v) the provisions, commitments, responsibilities and information relating to environmental matters set out in this Agreement;
- (c) observe, comply with and ensure satisfaction of, and cause all persons for whom the Primary Contractor is in law responsible to observe, comply with and ensure satisfaction of, the Environmental Assessment Certificate, including any commitments or requirements arising out of any amendment to the Environmental Assessment Certificate as may be subsequently issued from time to time, and the Table of Commitments;
- (d) observe, abide by, and do nothing to adversely affect or impact, and cause all persons for whom the Primary Contractor is in law responsible to observe, abide by, and do nothing to adversely affect or impact, the Federal Exclusion Determination;
- (e) acknowledge the responsibility of the Province set out in the Federal Exclusion Documents to notify Transport Canada of any changes that may impact the Federal Exclusion Determination and:
 - (i) not do or omit to do, or permit to be done or omitted by any persons for whom the Primary Contractor is in law responsible, anything that would result in the Province being in breach of its responsibility to notify Transport Canada pursuant to the terms of the Federal Exclusion Documents; and

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- (ii) notify the Province of any event or circumstance that may require the Province to provide notice to Transport Canada in accordance with the terms of the Federal Exclusion Documents.

2.2 Environmental Impacts, Changes to Environmental Assessment Certificate and Impacts to Federal Exclusion Determination

- (a) The Primary Contractor shall, wherever possible, keep environmental impacts associated with the Work within the magnitude and extent identified in the EA Application for the Environmental Assessment Certificate and submissions made during the environmental assessment application review period and, where not possible, the Primary Contractor shall submit to the Province's Representative for acceptance, acting reasonably, in accordance with the Consent Procedure a request to make an application for an amended Environmental Assessment Certificate.
- (b) Subject to Section 2.2(c) of this Schedule:
 - (i) any changes or amendments to the Environmental Assessment Certificate and any changes or amendments to the Table of Commitments required as a result of the Primary Contractor's design or other activities of, or any failure to comply with any of its obligations under this Agreement by, the Primary Contractor or any of its Subcontractors of any tier, including all persons who perform any of the Work, shall be at the cost and risk of the Primary Contractor, whether or not the application for such change is prepared or made by the Primary Contractor, the Province or TransLink and, for certainty, any other changes or amendments to the Environmental Assessment Certificate or to the Table of Commitments shall be at the cost and risk of the Province; and
 - (ii) the Primary Contractor shall be responsible for obtaining, in accordance with Section 2.5 [Environmental Permits] of this Schedule, all Permits from relevant Environmental Authorities, and from all other relevant Governmental Authorities in respect of environmental matters, and for satisfying all requirements (including in respect of consultations, hearings, reviews, studies and reports and initial and ongoing mitigative works) in connection with or resulting from any change or amendment to the Environmental Assessment Certificate or change or amendment to the Table of Commitments referred to in Section 2.2(b)(i) of this Schedule that is at the cost and risk of the Primary Contractor, and, without limiting Section 4.12 [Permits], for all costs, fees, expenses and delays incurred in connection therewith.
- (c) Where the Primary Contractor is unable to apply for any change or amendment to the Environmental Assessment Certificate that is the Primary Contractor's obligation or responsibility to obtain under this Section 2.2 [Environmental Impacts, Changes to Environmental Assessment Certificate and Impacts to Federal Exclusion Determination] of this Schedule without obtaining information, administrative assistance or other assistance from the Province, BCTFA or TransLink, or without submitting the application for such change or amendment in the name of the Province, BCTFA or TransLink, the Province or BCTFA, as applicable, shall at the Primary Contractor's cost

and risk provide or cause to be provided such information, administrative assistance and other assistance as the Primary Contractor may reasonably request and the Province or BCTFA, as applicable, may reasonably be able to provide and has the legal ability to provide under existing Laws and, if requested, shall execute or cause to be executed such applications as are required to be in the name of the Province, the BCTFA or TransLink, to assist the Primary Contractor in obtaining such change or amendment.

- (d) Subject to Section 2.2(c) of this Schedule:
- (i) any adverse impact to the Federal Exclusion Determination, including variation, rescission, redetermination or review of the Federal Exclusion Determination, additional or independent determination, or any requirement for an environmental assessment under the *Canadian Environmental Assessment Act*, required as a result of the Primary Contractor's design or other activities of, or any failure to comply with any of its obligations under this Agreement by, the Primary Contractor or any of its Subcontractors of any tier, including all persons who perform any of the Work, shall be at the cost and risk of the Primary Contractor, whether or not the representation of the Project in respect of any such variation, rescission, redetermination, or review of the Federal Exclusion Determination, additional or independent determination, or any requirement for an environmental assessment is made by the Primary Contractor, the Province or TransLink and, for certainty, shall otherwise be at the cost and risk of the Province; and
 - (ii) the Primary Contractor shall be responsible for obtaining, in accordance with Section 2.5 [Environmental Permits] of this Schedule, all Permits from relevant Environmental Authorities, and from all other relevant Governmental Authorities in respect of environmental matters, and for satisfying all requirements (including in respect of consultations, hearings, reviews, studies and reports and initial and ongoing mitigative works) in connection with or resulting from any adverse impact to the Federal Exclusion Determination, including variation, rescission, redetermination or review of the Federal Exclusion Determination, additional or independent determination, or any requirement for an environmental assessment under the *Canadian Environmental Assessment Act* referred to in Section 2.2(d)(i) of this Schedule that is at the cost and risk of the Primary Contractor, and, without limiting Section 4.12 [Permits], for all costs, fees, expenses and delays incurred in connection therewith.
- (e) The Primary Contractor shall be responsible for carrying out any environmental mitigation and compensation works required as a result of all Work impacts, except to the extent expressly provided otherwise in this Agreement.

2.3 Environmental Reference Documents

- (a) Without limiting any other provision of this Agreement, the Primary Contractor shall ensure that the Work complies with all provincial and federal environmental guidelines, policies or practices applicable to the Project and the Work, including the most current version of each of the following Reference Documents:

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- (i) Air Emissions - EC Best Practices for Reduction;
- (ii) Amphibians and Reptiles BMPs;
- (iii) Archaeological Handbook;
- (iv) Archaeological Impact Assessment Guidelines;
- (v) DBSS Section 165 *Protection of the Environment*;
- (vi) DBSS Section 741 – Fence Construction;
- (vii) DBSS Section 751 – Topsoil and Landscape Grading;
- (viii) DBSS Section 754 – Planting of Trees, Shrubs and Ground Covers;
- (ix) DBSS Section 757 – Revegetation Seeding;
- (x) DBSS Section 766 – Irrigation;
- (xi) DBSS Section 769 – Protection and Retention of Vegetation;
- (xii) DFO Fish Habitat Policy;
- (xiii) DFO Habitat Guidelines;
- (xiv) DFO Pacific Region Operational Statements;
- (xv) DFO Practitioners Guide to Habitat Compensation;
- (xvi) DFO Urban Stormwater Guidelines;
- (xvii) Highway Maintenance Activities BMPs;
- (xviii) Instream Works - Standards and Best Practices;
- (xix) Instream Work Windows;
- (xx) Land Development Guidelines;
- (xxi) Land Remediation Section Guidance Documents;
- (xxii) Manual of Control of Erosion and Shallow Slope Movement;
- (xxiii) Pile Driving BMPs;
- (xxiv) Protocols for Rare Plants Surveys;
- (xxv) Raptor Conservation BMPs;

- (xxvi) Stormwater Design Guidelines;
- (xxvii) Water Quality Guidelines – Approved;
- (xxviii) Water Quality Guidelines - Working;
- (xxix) Wildlife at Risk - EA Best Practice Guide; and
- (xxx) Working In and Around Water - User's Guide.

The Primary Contractor acknowledges that the Site is classified as a “designated environmentally sensitive area” in accordance with DBSS Section 165.01.04 and as such is subject to all the restrictions set out in DBSS Section 165.

2.4 Best Management Practices

The Primary Contractor shall perform the Primary Contractor’s Environmental Obligations in accordance with Best Management Practices and shall comply with, at its own cost, the provisions of the Best Management Practices, and will not do or omit or permit to be done or omitted anything which is inconsistent with such Best Management Practices.

2.5 Environmental Permits

- (a) Except as otherwise specifically provided in this Agreement in relation to Province Permits, the Primary Contractor is required, at its own cost and risk, to obtain all Permits which relate to or are required under Environmental Laws in connection with the Work, including the Fisheries Authorization, the Disposal at Sea Permit, if applicable, and all Permits necessary for the Primary Contractor to fulfill the Primary Contractor’s Environmental Obligations.
- (b) Without limiting any of its other obligations under this Agreement, the Primary Contractor acknowledges and agrees to observe and comply with the standards, practices and requirements as outlined or otherwise referenced in the Permits.

2.6 Fisheries Authorization

- (a) Performance Measure

PE 2.6(a) Without limiting Section 4.12 [Permits] or any provision of this Schedule, the Primary Contractor shall comply with all of the requirements set out in Section 2.6(b) of this Schedule, whether the Fisheries Authorization is issued in the name of and executed by the Province, the Primary Contractor (or any of its Subcontractors of any tier), or the Primary Contractor and the Province.

- (b) Specific Requirements

The Primary Contractor shall:

- (i) prepare, and finalize all aspects of, any application for a Fisheries Authorization (which shall incorporate comments provided by DFO), which shall be submitted to the Province's Representative for review, acting reasonably, in accordance with the Review Procedure, and shall lead the application process for the Fisheries Authorization from DFO under subsection 35(2) of the *Fisheries Act* (Canada) for any HADDs that is required in respect of the Work required to be carried out by the Primary Contractor in accordance with Sections 2.6(b)(ii) and (iv) of this Schedule;
- (ii) in carrying out the Work, including the Design, make all reasonable efforts to minimize the HADDs for each individual impact site in respect of the Project and the Work to the satisfaction of DFO with the estimated footprints to fisheries habitat as presented in the EA Application being 2325 m² stream habitat and 8050 m² riparian habitat, subject always to Section 2.2(b) of this Schedule;
- (iii) design the fisheries compensation habitat required to address Project related effects to fish and fish habitat to the satisfaction of DFO;
- (iv) construct the fisheries compensation habitat required to address Project related effects to fish and fish habitat to the satisfaction of the DFO;
- (v) observe, comply with, and perform all of its duties and obligations under this Agreement in accordance with the terms and conditions of the Fisheries Authorization;
- (vi) until the expiry of the General Work Defect Warranty Period, observe, comply with and ensure the satisfaction of, and cause all persons employed or otherwise engaged directly or indirectly by the Primary Contractor or any Subcontractor of any tier or any other person for whom the Primary Contractor is in law responsible to observe, comply with and ensure the satisfaction of, the terms and conditions of the Fisheries Authorization;
- (vii) apply the DFO hierarchy of preferences for fish habitat impacts and mitigation;
- (viii) offset any HADDs of fish with compensation that is acceptable to the DFO;
- (ix) ensure that wildlife habitat features are provided for, to the satisfaction of the Ministry of Environment and the Canadian Wildlife Service, in the design and construction of the fisheries compensation habitats required to be designed and constructed by the Primary Contractor in accordance with Sections 2.6(b)(ii) and (iv) of this Schedule;
- (x) in accordance with the terms and conditions of the Fisheries Authorization, conduct post Construction monitoring and maintenance of the fisheries compensation habitats required to be designed and constructed by the Primary Contractor in accordance with Sections 2.6(b)(ii) and (iv) of this Schedule until the expiry of the General Work Defect Warranty Period; and

- (xi) to the extent necessary or appropriate in relation to the Primary Contractor's obligations under the Table of Commitments, engage with affected Municipalities and Identified First Nations (as defined in Section 1.1(a) of Schedule 18 [First Nations Requirements]).

2.7 Inquiries to Environmental Authorities

- (a) The Primary Contractor shall promptly on request provide, or cause the relevant Subcontractor to provide, the Province's Representative with such written authorizations as the Province may require from time to time in order to make inquiries of any Environmental Authorities regarding the Primary Contractor or any of the Subcontractors or the compliance by the Primary Contractor or any of the Subcontractors with Environmental Laws.
- (b) The Primary Contractor shall promptly forward to the Province's Representative a copy of any report, submission, application or other document relating to environmental matters on or at or affecting the Work, the Site or the Project Infrastructure that is filed or lodged by the Primary Contractor (or any person for whom the Primary Contractor is in law responsible) with or otherwise provided to any Environmental Authority.

2.8 Environmental Records

The Primary Contractor shall maintain in accordance with the Records Management Protocol all environmental documents and records (including all Permits) relating to the Site and the performance of the Work relating to environmental matters, including all records required to be maintained pursuant to the Construction Environmental Management Plan but excluding any documents or records retained in the possession of the Province.

2.9 Performance Measures

The Primary Contractor shall perform, comply with and satisfy the performance measures set out in this Schedule (indicated by the reference "PE[XXX]") and, without limiting any other provision of this Agreement, the provisions of Part 5 [NCE Points and Default Points] of Schedule 9 [Performance Mechanism] shall apply if the Primary Contractor fails to perform, comply with and satisfy any such performance measures.

PART 3 ENVIRONMENTAL MANAGEMENT

3.1 Environmental Manager

- (a) The Primary Contractor's Environmental Manager shall have defined authority for ensuring the day-to-day implementation of the Construction Environmental Management Plan and auditing and reporting on the performance of the Construction Environmental Management Plan and the Environmental Quality Management Plan. The Environmental Manager shall be a Professional Biologist registered in good standing with the College of Applied Biology in the Province of British Columbia.

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- (b) The Environmental Manager shall be a Key Individual subject to the requirements of Section 3.3 of Schedule 2 [Representatives, Review Procedure and Consent Procedure].
- (c) Without limiting the generality of the foregoing, the job specification and responsibilities of the Environmental Manager shall include the following:
 - (i) managing all environmental issues associated with the Work on a day-to-day basis;
 - (ii) establishing and maintaining working relationships with relevant Environmental Authorities, the IAERC and Interested Parties;
 - (iii) effective operation of the Construction Environmental Management Plan on a day-to-day basis;
 - (iv) ensuring environmental issues and requirements are met in accordance with this Agreement;
 - (v) liaising with the Province's Representative and acting as the single point representative for the Primary Contractor on all matters relating to environmental management;
 - (vi) managing the team of environmental specialists contemplated in Section 3.2 [Environmental Specialists] of this Schedule; and
 - (vii) preparing and submitting to the Province's Representative all reports required under the Construction Environmental Management Plan and all other reports required under this Schedule.

3.2 Environmental Specialists

The Primary Contractor shall have available, at all times until the Substantial Completion Date, a multi-disciplinary team of qualified environmental specialists and thereafter shall have available such a team of qualified environmental specialists to the extent relevant to the Primary Contractor's obligations that continue after the Substantial Completion Date until the expiry of the General Work Defect Warranty Period.

3.3 General Environmental Management

- (a) Each individual requirement of the Environmental Assessment Certificate, as applicable to the Work, is a performance measure and therefore is subject to audit and may be subject to the assignment of NCE Points and Default Points in accordance with Part 5 [NCE Points and Default Points] of Schedule 9 [Performance Mechanism].
- (b) The Primary Contractor shall prepare environmental submissions as required by Article 2.2.4 [Design Submissions, Review and Reports for Non-Systems Components], including Article 2.2.4.6.12 [Environmental Design], Part 3 [Design and Construction Certification Procedures] of Schedule 4.

- (c) The Primary Contractor shall issue and sign the Design Certificate (Environmental) in accordance with the procedures as set out in Article 2.2.6 [Design Certification for Non-Systems Components], Part 3 [Design and Construction Certification Procedures] of Schedule 4.
- (d) The Primary Contractor shall, at the request of the Province, participate with the Province in public consultation in accordance with Schedule 8 [Communication and Community Relations], and, without limiting the foregoing, including by organizing and holding field reconnaissance meetings with Interested Parties from time to time.
- (e) The Primary Contractor shall monitor construction related noise during Construction and implement measures to mitigate construction noise in accordance with the terms of this Agreement, including Article 20 [Noise and Vibration] of Part 2 of Schedule 4.

3.4 Environmental Plans and Reports

- (a) The Primary Contractor shall develop, implement, maintain and update the following plans:

Table 3.4 Schedule of Plans, Reports and Data (Response Time Measures)

Performance Measure	Deliverable Name	Section Reference in this Schedule	Due Date	Review “RP” or Consent “CP” Procedure
PE 3.11(a)-2	Construction Environmental Management Plan (First Submission)	3.11	30 Business Days after the Effective Date	CP
PE 3.11(a)-3	Construction Environmental Management Plan (Updates to be incorporated into the CEMP)	3.11	10 Business Days after such update, to which there has been no objection by the Province, has progressed through the Review Procedure	RP
PE 3.5(a)	Environmental Work Plans	3.5	20 Business Days prior to commencement of activity for which the Environmental Work Plan is required	RP
PE 3.6(a)	Weekly Environmental Inspection Reports	3.6	48 hours following the end of the reporting period, or sooner as specified in any Permits or approvals	RP
PE 3.7(a)	Monthly Environmental Management Reports	3.7	10 Business Days after the end of the month for which the report prepared	RP
PE 3.8(a)	Environmental Final Completion Report	3.8	40 Business Days after the Substantial Completion Date	RP

Performance Measure	Deliverable Name	Section Reference in this Schedule	Due Date	Review “RP” or Consent “CP” Procedure
PE 3.9(a)	Annual Certificate of Compliance with All Environmental Laws	3.9	Anniversary of the Effective Date annually	RP
PE 3.10(a)	Independent Environmental Site Assessment and/or Environmental Audit	3.10	40 Business Days after being requested by the Province’s Representative	RP

- (b) The documents referred to in Table 3.4 that are indicated to be subject to the Consent Procedure or the Review Procedure shall be submitted to the Province’s Representative, acting reasonably, for acceptance or review, as applicable, in accordance with the Consent Procedure or the Review Procedure, as the case may be, pursuant to Schedule 2 [Representatives, Review Procedure and Consent Procedure].
- (c) The Primary Contractor shall prepare and submit the Environmental Quality Management Plan in accordance with Schedule 6 [Quality Management].
- (d) The Primary Contractor shall, promptly upon their production by or on behalf of the Primary Contractor or upon their coming into the possession or control of the Primary Contractor, provide the Province’s Representative with copies of all environmental site assessments, audits, reports and test results relating to the Site, including all assessments, audits, reports and tests at any time whether before or after the Effective Date. The Primary Contractor shall include a summary of these assessments, audits, reports and tests as part of each Monthly Environmental Management Report.

3.5 Environmental Work Plans

- (a) Performance Measure

PE 3.5(a) Environmental Work Plans shall be prepared by the Primary Contractor and submitted to the Province’s Representative to describe the environmental aspects of the Work and to demonstrate the measures which the Primary Contractor will implement and follow and cause to be implemented and followed to protect the environment and to protect against environmental damage to specific defined locations, including specific environmentally sensitive locations, within the Site for defined construction activities, such locations to include areas that are defined or referenced in Permits or approvals which relate to or are required under Environmental Laws in connection with the Work, or in this Agreement or that are otherwise identified by the Primary Contractor or the Province’s Representative in connection with the performance of this Agreement.

- (b) Specific Requirements

- (i) The information set out in the Environmental Work Plans shall be consistent with the information set out in the CEMP and shall be sufficiently clear and concise as to enable the Primary Contractor, any Subcontractor of any tier or any other person engaged or involved in the performance of the Work, and their respective representatives, agents, employees and contractors, to effectively utilize and understand the Environmental Work Plans in connection with the performance of the Work.
- (ii) Each Environmental Work Plan shall, as a minimum:
 - (A) include a description of the Site, or portion thereof applicable to the Work described in the Environmental Work Plan, the part of the Work that is to be carried out at such part of the Site, the schedule and duration of such part of the Work;
 - (B) include a description (including maps and drawings, as appropriate) of the environmental sensitivities at the Site or portion thereof, and adjacent lands, applicable to the Work described in the Environmental Work Plan and of the mitigation measures to be implemented, including regular maintenance activities;
 - (C) specify the applicable sections, terms, conditions and commitments of the CEMP, all Permits and the Table of Commitments corresponding or relevant to the specified portion of the Site, the described part of the Work, and the described mitigation measures, as applicable;
 - (D) describe the expected and scheduled timing of environmental inspections, including full time, daily, and as required inspections, as applicable, and the specific reporting procedures that will apply; and
 - (E) describe the applicable prepared emergency procedures and relevant Primary Contractor contact information, including applicable personnel, phone and email details, specific to the applicable portion of the Site, the described part of the Work and the described mitigation measures.

3.6 Weekly Environmental Inspection Reports

- (a) Performance Measure

PE 3.6(a) Weekly environmental inspection reports shall be prepared by the Primary Contractor during Construction and submitted to the Province's Representative.

- (b) Specific Requirements

Weekly environmental inspection reports shall include, as a minimum, the following information:

- (i) Work area;

- (ii) name(s) of environmental monitor(s);
- (iii) period covered by report;
- (iv) date report submitted;
- (v) overall weather conditions;
- (vi) report recipient(s);
- (vii) contractor(s) undertaking work;
- (viii) description, photos and status of Construction by area, including within environmentally sensitive areas;
- (ix) environmental meetings and key issues discussed;
- (x) key communications with Environmental Authorities;
- (xi) status of current sediment and drainage management plans;
- (xii) description of outstanding environmental issues and/or non-compliances and corrective actions required; and
- (xiii) water sampling data completed during reporting period, including results of in-situ turbidity, dissolved oxygen and other water quality parameters as required by Environmental Authorities.

3.7 Monthly Environmental Management Reports

- (a) Performance Measure

PE 3.7(a) The Primary Contractor shall prepare monthly environmental management reports that outline the design activities and construction activities undertaken as part of the Work during the preceding month, as well as future activities, key environmental issues, summaries of weekly inspection activities, mitigation measures (successes and failures), resolutions to environmental impacts and how the Primary Contractor was and will be able to comply with all applicable Permits and approvals throughout the Site and in respect of all aspects of the Work. All environmental subconsultant reports, environmental incident reports, specific mitigation plans and sediment and drainage plans shall be appended to the monthly reports. The monthly reports shall be submitted to the Province's Representative and Environmental Authorities during any period during which design activities and/or construction activities are undertaken.

3.8 Environmental Final Completion Report

(a) Performance Measure

PE 3.8(a) The environmental final completion report shall be prepared by the Primary Contractor and submitted to the Province's Representative once the design and construction activities undertaken as part of the Work have been substantially completed.

(b) Specific Requirements

The environmental final completion report shall include, as a minimum, the following information:

- (i) evaluation of overall environmental compliance (including copies of all Permits and annual certificates of compliance provided in accordance with Section 3.9 [Annual Certificate of Compliance] of this Schedule and a final certificate of compliance to be provided in the same terms as such annual certificates in respect of the period from the date of the previous annual certificate to the date of the environmental final completion report);
- (ii) details of any issues and challenges relating to environmental matters encountered on the Project and the solutions developed and implemented to address such issues and challenges;
- (iii) evaluation of the CEMP, including any amendments made to the CEMP, indicating its overall effectiveness and any specific successes achieved and challenges encountered; and
- (iv) details of all wildlife mitigation, habitat restoration/compensation and habitat maintenance activities that have been implemented on the Site.

3.9 Annual Certificate of Compliance

(a) Performance Measure

PE 3.9(a) The Primary Contractor shall, annually by no later than each anniversary of the Effective Date, and from time to time at the request of the Province's Representative, provide the Province's Representative with a certificate signed by the Primary Contractor's Environmental Manager certifying as to the requirements set out in Section 3.9(b) of this Schedule.

(b) Specific Requirements

The certificate is to certify that (to the best of the knowledge, information and belief of the Environmental Manager, having made reasonable inquiry) the Primary Contractor has complied with all Environmental Laws and with all of its obligations under this Agreement in respect of environmental matters, providing full and complete particulars

of such compliance based on the weekly environmental inspection reports prepared pursuant to Section 3.6 [Weekly Environmental Inspection Reports] of this Schedule and the monthly environmental management reports prepared pursuant to Section 3.7 [Monthly Environmental Management Reports] of this Schedule and all documentation in connection therewith, and that no adverse environmental occurrence has taken place on or at or affecting the Work, the Site, the Project Infrastructure or any part thereof (or, if any such occurrence has taken place, providing full and complete particulars thereof and all documentation in connection therewith).

3.10 Environmental Site Assessment and/or Environmental Audit

(a) Performance Measure

PE 3.10(a) The Primary Contractor shall, at the reasonable request of the Province's Representative from time to time, obtain from an independent environmental consultant, accepted by the Province's Representative, acting reasonably, pursuant to the Consent Procedure, an environmental site assessment or audit of the Site (or any part or parts thereof), which the Primary Contractor shall submit to the Province's Representative in accordance with the Review Procedure.

(b) Specific Requirements

Compliance with any such request of the Province's Representative will be at the Primary Contractor's own cost and risk, including conducting any additional investigations recommended by the environmental consultant.

3.11 Construction Environmental Management Plan

(a) Performance Measures

PE 3.11(a)-1 The Primary Contractor shall develop, implement, maintain and update the CEMP so that as a minimum the CEMP shall comply with the requirements set out in Section 3.11(b) of this Schedule.

PE 3.11(a)-2 The Primary Contractor shall submit to the Province's Representative the initial CEMP for acceptance, acting reasonably, in accordance with the Consent Procedure prior to the Primary Contractor submitting the CEMP to any appropriate Environmental Authority.

PE 3.11(a)-3 The Primary Contractor shall ensure that the CEMP is current at all times and shall take all steps necessary to ensure that the CEMP remains current, including by updating and supplementing the CEMP to reflect all changes to the Work, including in respect of scheduling, Site conditions, and contingency measures, including weather-dependent contingency measures, and to the Primary Contractor's methodologies of performing the Work that may have the effect of modifying, replacing, adding to or otherwise altering any portion of the CEMP and submitting such updates and supplements to the Province's Representative for review, acting reasonably, in accordance with the Review Procedure, in each

case prior to the Primary Contractor submitting such updates and supplements to any appropriate Environmental Authority.

The Primary Contractor shall, if requested by the Province's Representative, provide such updates and supplements to the IAERC, and submit such updates and supplements, and the comments, if any, of the IAERC, to the Province's Representative for review, acting reasonably, in accordance with the Review Procedure.

The Primary Contractor shall append to the electronic and hard copies of the CEMP the updates and supplements to which there have been no objection by the Province pursuant to the Review Procedure, in such a manner as to clearly identify the part of the CEMP which the updates and supplements modify, replace or the part of the CEMP to which the updates and supplements are to be added.

(b) **Specific Requirements**

The Primary Contractor shall ensure that the CEMP at a minimum:

- (i) complies with all of the applicable requirements set out in this Schedule;
- (ii) identifies the roles and provides detailed descriptions of the responsibilities of the members of the Primary Contractor's environmental team;
- (iii) identifies and provides detailed descriptions of monitoring and reporting requirements;
- (iv) sets out the initial list of environmentally sensitive sites, in connection with which the Primary Contractor shall prepare Environmental Work Plans;
- (v) includes the component plans set out in Section 3.12 [Component Plans] of this Schedule; and
- (vi) complies with all of the Primary Contractor's Environmental Obligations, including those set out in the Environmental Assessment Certificate and TOC.

3.12 Component Plans

The Construction Environmental Management Plan shall consist of the following major components to address the various phases of the Work:

- (a) **Air Quality and Dust Control Management Plan (AQDCMP)** – The AQDCMP shall, as a minimum, describe the measures to be used to control dust during Construction and the program that will be implemented to monitor nuisance dust concentrations, ambient particulate matter (PM10 and PM2.5), and ambient air quality;

- (b) Archaeological Monitoring Plan (AMP) – The AMP shall, as a minimum, describe the archaeological sites of significance, the proposed archaeological impact assessment program, permit requirements, first nations’ consultation and involvement, Site protection measures and the contingency plan to manage the possibility of encountering previously unidentified archaeological resources;
- (c) Communications Plan – The Communications Plan contemplated by the Table of Commitments shall consist of the Traffic Management Communications Plan, the Supporting Role Community Relations Plan and (if required by the Province) the Supporting Role Public Consultation Plan prepared in accordance with Schedule 8 [Communication and Community Relations];
- (d) Construction Schedule – The Construction Schedule shall, as a minimum, link the schedule for obtaining environmental Permits, environmental tasks, environmental timing windows and work restrictions to the planned Construction Schedule;
- (e) Contaminated Sites and Soils Management Plan (CSSMP) – The CSSMP shall, as a minimum, identify areas of potential soils contamination and remediation procedures for which the Primary Contractor is responsible and describe the contingency plan for remediation and/or disposal procedures in the event that site contamination is encountered or an accidental release or other accident results in soil and/or groundwater contamination;
- (f) CPR Environmental Management Plan (CPREMP) – The CPREMP shall, as a minimum, comply with the requirements of Sections 1.1(w) and 7.1 [Environmental Management Plan] of CPR CATRA with respect to the Work being undertaken by the Primary Contractor on or about the CPR Lands pursuant to Article 5 [CPR Requirements], Part 1 of Schedule 4;
- (g) Environmental Awareness and Education Plan (EAEP) – The EAEP shall, as a minimum, describe how, when and the type of environmental training, education and awareness programs that will be provided to the personnel of the Primary Contractor and the Subcontractors, including senior design and construction personnel, the construction safety manager and construction workers on the Site;
- (h) Fuels, Chemicals and Materials Storage and Handling Management Plan (FCMSHMP) – The FCMSHMP shall, as a minimum, describe procedures and Best Management Practices for the transport of dangerous goods and materials, the transport, inventory and storage of Hazardous Substances, servicing of equipment and equipment operations in environmentally sensitive areas;
- (i) Habitat Mitigation and Compensation (HMCP) – The HMCP shall, as a minimum, identify fish habitat, describe instream work windows, isolation and salvage activities and Construction methodology and management of potentially deleterious materials including concrete, mortar or grouting and a description of the Construction and post-Construction monitoring program;

- (j) Landscape Design and Restoration Plan (LDRP) – The LDRP shall, as a minimum, set out specific measures with regard to landscape design and restoration. The LDRP will address the removal, relocation, replacement and enhancement of landscape features along the Site and, in particular, in the vicinity of the Stations;
- (k) Noise and Vibration Management Plan (NVMP) – The NVMP shall, as a minimum, describe Site specific schedule, procedures and Best Management Practices to control Construction noise emissions including target noise emission levels of equipment, equipment maintenance, management and education, community communication, and noise monitoring. The goal of the NVMP shall be to minimize community impacts and implement all appropriate measures as identified in the NVMP towards achieving community acceptance of unavoidable noise;
- (l) Snow Management and Removal Plan (SMRP) – The SMRP shall, as a minimum, describe the measures that will be implemented to manage and remove snow from the site in a timely and efficient manner;
- (m) Solid and Liquid Waste Management Plan (SLWMP) – The SLWMP shall, as a minimum, describe measures that will be implemented to reduce, re-use and recycle solid waste, as well as the disposal plan for solid, non-hazardous waste;
- (n) Spill Prevention and Emergency Response Plan (SPERP) – The SPERP shall, as a minimum, list the spill abatement materials and equipment to be stored on the Site, identify responsible Work personnel and external contacts, education procedures, incident procedures including communications, containment, clean-up, debriefing and follow-up reporting;
- (o) Stormwater Management Plan (SMP) – The SMP shall, as a minimum, describe the measures that will be applied to manage storm water and mitigate and control sediment-laden flows, and to prevent sediment-laden water from entering water courses;
- (p) Surface Erosion Prevention and Sediment Control Plan (SEPCP) – The SEPCP shall, as a minimum, identify areas that are prone to sedimentation and describe general and Site specific measures that will be applied to mitigate soil erosion and shallow slope movement, to control sediment-laden flows, and to prevent sediment-laden water from entering water courses. The SEPCP shall include a description of the monitoring program that will be implemented. The SEPCP shall comply with the DBSS Section 165;
- (q) Vegetation Management Plan (VMD) – The VMD shall, as a minimum, describe the approach to be used for the removal of trees and other vegetation along the Project alignment and measures to be used to minimize the disturbance of riparian vegetation, protect upland vegetation and prevent the invasive plant species. The VMD shall describe methods to be used to replace and/or re-establish native plant species. The VMD shall describe generic and Site specific measures for handling, storing, re-using and/or disposing of non-merchantable vegetation and shall demonstrate that reasonable alternatives for reducing, reusing or recycling debris will be pursued to minimize the amount of waste to be disposed;

- (r) Water Quality and Sediment Management Plan (WQSMP) – The WQSMP shall, as a minimum, identify measures to be taken both prior to and during Construction with respect to tunnel dewatering procedures and disposal of tunnel spoil materials, management of stormwater and construction site run-off and sediment control; and
- (s) Wildlife Management Plan (WMP) – The WMP shall, as a minimum, demarcate sensitive wildlife habitats on Construction drawings and on the Site and identify measures to minimize impacts to wildlife, including describe fencing measures to prevent wildlife from entering the at-grade sections of the Guideway and describe wildlife enhancement measures, including restoration planning measures to benefit wildlife. The WMP shall identify timing restrictions and describe wildlife salvage procedures.

PART 4 HAZARDOUS SUBSTANCES AND CONTAMINATION

4.1 Waiver of Site Profile

The Primary Contractor waives the requirement, if any, for the Province to provide a site profile to the Primary Contractor for the Site under the *Environmental Management Act* (British Columbia). The Primary Contractor acknowledges that it may obtain from the Environmental Authorities site profiles for any site listed in the Site Registry.

4.2 No Use of Hazardous Substances

- (a) The Primary Contractor shall not use the Site or any part thereof or permit the Site or any part thereof to be used for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation or Release of, or any other dealing with, any Hazardous Substance without the prior approval of the Province, unless the Province or TransLink normally conducts or permits such activities in the case of other “rail transportation systems” as defined in the *South Coast British Columbia Transportation Authority Act* (British Columbia).
- (b) Any approval required pursuant to Section 4.2(a) of this Schedule may be granted or withheld in the Province’s discretion and, without limiting the scope of the Province’s discretion, the Province may consider whether the Primary Contractor’s proposed use or proposed permission to use is in compliance with all applicable Laws.
- (c) The Primary Contractor shall remediate by removal and disposal (unless an alternative method of remediation is required by applicable Environmental Laws, in which case the Primary Contractor shall remediate in accordance with such Environmental Laws) any Hazardous Substance which is brought onto, used at or Released at or from the Site or any other lands by the Primary Contractor or by any person for whom the Primary Contractor is responsible in law, whether or not such Hazardous Substance is required or permitted by this Agreement or the Province has approved the use of such Hazardous Substance.

- (d) To the extent that activities involving Hazardous Substances are permitted, approved or required in accordance with this Section 4.2, any such activities shall be carried out by the Primary Contractor in accordance with all applicable Laws, including Environmental Laws.

4.3 Property in Hazardous Substances

Notwithstanding any Laws or any other provision in this Agreement to the contrary, all Hazardous Substances and materials, goods or other items containing Hazardous Substances brought onto, used at or Released at or from the Site or any other lands by the Primary Contractor or any person for whom the Primary Contractor is in law responsible, whether or not required or permitted by this Agreement or approved by the Province, and all Contamination and any groundwater, surface water, soil, building material or other material referred to in Section 4.4(a)(ii) of this Schedule which the Primary Contractor is required to remove and dispose of or otherwise remediate pursuant to Section 4.4(a) of this Schedule, shall be and remain the sole and exclusive property of the Primary Contractor and shall not become the property of the Province, BCTFA or TransLink, notwithstanding that they may have become incorporated into or affixed to the Site or the Work or any part or parts of the Site or the Work and notwithstanding any termination of this Agreement or expiration of the Term.

4.4 Dealing with Contamination on the Site

- (a) If the Primary Contractor or any person for whom the Primary Contractor is in law responsible excavates, disturbs, moves, manipulates, treats, pumps, transports or otherwise handles or deals with, or is required to do any of the foregoing for the purposes of the Work:
 - (i) any Contamination on the Site (whether such Contamination is Existing Contamination, Foreseeable Contamination, Non-Foreseeable Contamination or Subsequent Contamination); or
 - (ii) any groundwater, surface water, soil, building material or other material on the Site which contains any Hazardous Substance which exceeds the standards permitted for industrial use sites under applicable Environmental Laws, including the *Contaminated Sites Regulation* under the *Environmental Management Act* (British Columbia),

the Primary Contractor shall, in compliance with all Environmental Laws, remediate, by removal and disposal, such Contamination or such groundwater, surface water, soil, building material or other material, as the case may be (unless an alternative method of remediation is required by applicable Environmental Laws, in which case the Primary Contractor shall remediate in accordance with such Environmental Laws) and the Primary Contractor shall obtain and comply with all Permits required for such removal and disposal or alternative method of remediation required by applicable Environmental Laws.

- (b) In complying with its obligations pursuant to Section 4.4(a) of this Schedule, the Primary Contractor shall observe, comply with and perform, and shall cause all persons for whom the Primary Contractor is in law responsible to observe, comply with and perform, the

terms of the protocols set out in the Contaminated Sites and Soils Management Plan and the Fuels, Chemicals and Materials Storage and Handling Management Plan, as referred to, respectively, in Sections 3.12(e) and 3.12(h) of this Schedule.

- (c) The Primary Contractor shall commence and complete any remedial or removal and disposal work that it is required to carry out pursuant to this Agreement in accordance with all Environmental Laws to the extent applicable, provide the Province's Representative with full information with respect to any such remedial or removal and disposal work, and comply with the requirements of the Province with respect to any such remedial or removal and disposal work.
- (d) The Primary Contractor shall ensure that neither the Primary Contractor nor any person for whom the Primary Contractor is in law responsible:
 - (i) contributes to or exacerbates, or causes the leaching or migration of, any Contamination on the Site; or
 - (ii) exacerbates, or causes or permits the leaching or migration of, any Contamination or groundwater, surface water, soil, building materials or other material which the Primary Contractor is required to remove and dispose of or otherwise remediate pursuant to Section 4.4(a) of this Schedule,

whether such Contamination or groundwater, surface water, soil, building materials or other material is or contains Existing Contamination, Foreseeable Contamination, Non-Foreseeable Contamination or Subsequent Contamination.

4.5 Notification to Province

- (a) Performance Measure

PE 4.4(a) The Primary Contractor shall promptly, and in any event within 24 hours, notify the Province's Representative of:

- (i) any Release of a Hazardous Substance or any other occurrence or condition involving Hazardous Substances at or affecting the Site, including Hazardous Substances that could cause Contamination of the Project Infrastructure, the Site or any other lands, or subject the Primary Contractor, the Province, BCTFA or TransLink to any fines, penalties, orders, investigations or other proceedings under any Environmental Laws, together with full particulars of such Release, occurrence or condition including the location, time, agencies involved, damages suffered or caused and remedial action taken;
- (ii) the identification of any Contamination on the Site which is not disclosed in the Disclosed Data;
- (iii) all charges, orders, investigations or notices of violation or non-compliance issued against the Primary Contractor or relating to the performance of the Work or the Site under any Environmental Laws; and

- (iv) any notice, claim, action or other proceeding by any person against the Primary Contractor or relating to the performance of the Work or the Site concerning the Release or alleged Release of any Hazardous Substance.

4.6 Notification to Environmental Authorities

- (a) Performance Measure

PE 4.5(a) The Primary Contractor shall immediately notify the relevant Environmental Authorities of any Release of any Hazardous Substance at or from the Site as required pursuant to and in accordance with Environmental Laws.

- (b) Without limiting any other provision of this Agreement, in the event of a failure to provide a notice required by Section 4.6(a) of this Schedule, the Province may, but will not be obliged to, notify the relevant Environmental Authorities of such occurrence.

4.7 Province Change

In the event that the Primary Contractor is required by the Province or Environmental Laws to deal with Contamination or groundwater, surface water, soil, building material or other material on the Site which contains Hazardous Substances which the Primary Contractor is not required to remediate by removal and disposal or an alternative method required by Environmental Laws pursuant to Section 4.4(a) of this Schedule, the Province shall issue:

- (a) a request for a Province Change, if the Province requires the Primary Contractor to deal with the same; or
- (b) a Province Change, if Environmental Laws require the Primary Contractor to deal with the same,

and the provisions of Part 8 [Province Changes and Primary Contractor Proposals] shall apply accordingly.

APPENDIX A

ENVIRONMENTAL ASSESSMENT CERTIFICATE

[Attached]

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SCHEDULE 5 [ENVIRONMENTAL OBLIGATIONS]

**APPENDIX B
TABLE OF COMMITMENTS**

1. Note that this Appendix B [Table of Commitments] varies from the Environmental Assessment Certificate, “Proponents Table of Commitments” in that two columns “Delivered by” and “Performance Mechanism Index” have been added to this Appendix B. All other columns in Appendix B are intended to contain the precise language as found in the Environmental Assessment Certificate, “Proponents Table of Commitments”.
2. Notwithstanding any references in a commitment to “Proponent” and/or “Contractor”, a commitment in the Table of Commitments that:
 - (i) contains a corresponding designation of “Primary Contractor” in the column entitled “Delivered by”; or
 - (ii) contains a corresponding designation of “Primary Contractor/Province” in the column entitled “Delivered by” and includes an underlined portion of the commitment,

shall be interpreted to mean that the Primary Contractor shall be obliged to perform and carry out the works and activities and comply with the matters described in the relevant commitment in their entirety or, as the case may be, only the underlined portion (which, in some cases, includes the entirety of the commitment), save to the extent expressly provided otherwise in the Notes included in the “Delivered by” column.

3. In the column entitled “Timing” in this Table of Commitments, where the Primary Contractor is designated to perform and carry out a commitment during “Construction” or during “Construction” and “Operation”, the Primary Contractor’s obligation to perform and carry out that commitment shall cease with effect from the Substantial Completion Date, save to the extent that other provisions of this Agreement expressly provide that relevant obligations continue after the Substantial Completion Date.
4. The designation of “Minor”, “Moderate”, “Major”, or “Severe” in the column entitled “Performance Mechanism Index” in this Table of Commitments indicates, in respect of the commitment corresponding to such designation in this Table of Commitments, the basis on which NCE Points and Default Points will be assigned in accordance with Part 5 [NCE Points and Default Points] of Schedule 9 [Performance Mechanism].
5. The references in commitments 76 and 77 to “Port Moody West Coast Express Central Station” shall be deemed to be references to “Port Moody WCE Station” and the reference in commitment 78 to “Port Moody Station” shall be deemed to be a reference to “Port Moody Central Station”.

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Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
Responsible Environmental Management				
1.	As an overriding objective of responsible environmental management, the Proponent must require that an Environmental Management System (EMS) be implemented for the Project. The Proponent must require that Project design, construction and operation, including maintenance, are carried out in an environmentally responsible manner, and must employ Best Management Practices (BMPs) to avoid and/or minimize adverse environmental effects. The Proponent must require the selected Contractor ⁱ to adhere to all commitments in this Table for which the Proponent considers the Contractor responsible and as reflected in the EAC.	Pre-Construction ⁱⁱ , Construction and Operation	Primary Contractor	Severe
2.	During Project design, the Proponent must submit, or require the Contractor to submit, to provincial and federal regulatory agencies, information regarding anticipated works in a timely manner and at a level of detail sufficient to enable the issuance, subject to applicable laws, of multi-year environmental authorizations, approvals and/or permits.	Pre-Construction	Primary Contractor	Major
3.	The Proponent must obtain, or require that the Contractor obtain, all necessary statutory permits, approvals and authorizations prior to proceeding with any construction for which such permits, approvals or authorizations are required.	Pre-construction	Primary Contractor	Severe
4.	The Proponent must engage and seek input ⁱⁱⁱ from the involved municipalities towards achieving municipal agreements. The Proponent must develop a dispute resolution system, and seek input from the involved municipalities in setting up the system.	Pre-Construction	Province	N/A
5.	The Proponent must prepare, or require that the Contractor prepare, a Construction Environmental Management Plan (Construction EMP) ^{iv} for the Project prior to the start of construction. The Construction EMP must provide contractors and on-site workers with procedures and requirements for meeting the terms and conditions of all permits, approvals and authorizations, including the EAC, and carrying out on-site activities according to accepted Best Management Practices (BMPs), as described in the Project Agreement. As	Pre-construction and Construction	Primary Contractor	Severe

STRICTLY CONFIDENTIAL

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<p>described in the EAC Application, the component plans to be included in the Construction EMP are as follows:</p> <ul style="list-style-type: none"> • Air Quality and Dust Control Management Plan • Archaeological Monitoring Plan • Communications Plan • Contaminated Sites and Soils Management Plan • Environmental Awareness and Education Plan • Fuel, Chemicals and Materials Storage and Handling Management Plan • Habitat Mitigation and Compensation Plan • Health and Safety Management Plan • Landscape Design and Restoration Plan, including the Tree Replacement Criteria • Noise and Vibration Management Plan, including the Acoustical Criteria and Requirements • Snow Management and Removal Plan • Spill Prevention and Emergency Response Plan • Surface Erosion Prevention and Sediment Control Plan • Traffic Management Plan Framework • Vegetation Management Plan • Solid and Liquid Waste Management Plan • Stormwater Management Plan • Water and Sediment Quality Management Plan • Wildlife Management Plan 			
6.	<p>During preparation of the Spill Prevention and Emergency Response Plan, the Proponent must seek input from or require that the Contractor seek input from, provincial government</p>	Pre-Construction	Primary Contractor	Moderate

STRICTLY CONFIDENTIAL

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	agencies (i.e., Ministry of Environment (MoE) Environmental Emergency Response Officers and the Provincial Emergency Program), and municipal governments and emergency responders (i.e., Police, Fire and Rescue) regarding Plan particulars and communication practices, as well as measures to be implemented in the event of an accident/malfunction, environmental incident, or other type of emergency. During construction, the Proponent must update, or require that the Contractor update, the Plan as necessary to reflect current communications protocols and procedures utilized by municipal governments and emergency responders.	and Construction		
7.	The Proponent must require that the Contractor identify all deleterious, toxic and/or hazardous materials harmful to human health and/or the environment to be utilized during construction in its Spill Prevention and Emergency Response Plan. The Proponent must require that the Contractor's Plan is kept up-to-date with respect to all such materials in use during construction.	Pre- Construction and Construction	Primary Contractor	Moderate
8.	<p>The Proponent must require that the Contractor develop and implement an Environmental Inspection Program as part of the Construction EMP, which will include the following:</p> <ul style="list-style-type: none"> • Monitoring and inspecting all construction-related environmental activities for the duration of the construction of the Project. • Retaining and utilizing the services of an experienced Environmental Inspector who is a qualified Environmental Professional, as set out in the Construction EMP. • Compliance monitoring and reporting to the Proponent and Relevant Authorities according to the terms and conditions of the Project Agreement and the EAC, and any other applicable permits, approvals and authorizations. • Maintaining an environmental inspection log during construction. • Consulting with the Proponent, as applicable, regarding Project planning, design, and site selection to require that, from inception to completion, the Project proceeds in a manner that avoids or minimizes adverse environmental effects. • Informing the Contractor and staff according to the Contractor's Environmental 	Pre- Construction and Construction	Primary Contractor	Major

STRICTLY CONFIDENTIAL

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<p>Education and Awareness Plan.</p> <ul style="list-style-type: none"> Implementing environmental management and liaison activities involving the Proponent, the Contractor, applicable regulatory agencies, specialist consultants, subcontractors, construction crews and members of the public. 			
9.	<p>The Proponent must require that the Contractor retain an Environmental Inspector with authority to enforce the environmental measures set out in the Construction EMP throughout Project construction.</p>	<p>Pre-Construction and Construction</p>	<p>Primary Contractor</p>	<p>Severe</p>
10.	<p>At minimum, the responsibilities of the Contractor’s Environmental Inspector must include:</p> <ul style="list-style-type: none"> Requiring Contractor adherence to the Construction EMP, Project Agreement, EAC terms and conditions, and all other relevant legislation, permits, approvals and authorizations. Providing on-site compliance monitoring as provided for in the Construction EMP and Contractor’s Quality Management Plan. Providing direction to the Contractor’s team to enable the Contractor to implement its Construction EMP. Providing on-site environmental protection and awareness training to the Contractor personnel. Liaising with the Proponent’s Environmental Manager, engineering field staff and Relevant Authorities. Issuing “stop work” orders to the Contractor for specific activities and locations that have the potential to cause or are causing environmental degradation. Submitting monitoring records to the Proponent and Relevant Authorities, as required. 	<p>Pre-Construction and Construction</p>	<p>Primary Contractor</p>	<p>Major</p>
11.	<p>The Proponent must develop and implement an Environmental Quality Management Program to require Contractor compliance with the Project Agreement, EAC terms and</p>	<p>Pre-Construction</p>	<p>Primary Contractor</p>	<p>Severe</p>

STRICTLY CONFIDENTIAL

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<p>conditions, and any other applicable permits, approvals and authorizations, which must include the following:</p> <ul style="list-style-type: none"> • A qualified Environmental Quality Manager / Auditor, whose role will be to conduct scheduled and random environmental field audits, and quarterly environmental system audits. • Assessment of Contractor compliance with the terms and conditions of the Project Agreement and the EAC, the Construction EMP, and any other applicable permits, approvals and authorizations. • Issuance of “stop work” orders to the Contractor in the event that any Contractor activities have the potential to cause or are causing environmental degradation. 	<p>and Construction Construction Construction Construction</p>		
12.	<p>Where the Proponent assigns responsibility for preparation of the Construction EMP to the Contractor, the Contractor must submit the Construction EMP to the Proponent for the Proponent’s review and consent in accordance with the Project Agreement.</p>	<p>Pre- Construction</p>	<p>Primary Contractor</p>	<p>Severe</p>
13.	<p>Prior to commencement of construction, the Proponent must make the Contractor’s Project-compliant Construction EMP available to the BCEAO and Inter-Agency Environmental Review Committee for review, comment, and acceptance for a period of 30 days, provided that the failure to accept or provide comment and the absence of any comment or acceptance shall not result in a default or breach of or constitute a non-compliance of any requirement or Condition of this EAC and the Proponent and the Contractor may proceed with the work.</p>	<p>Pre- Construction</p>	<p>Primary Contractor</p>	<p>Major</p>
14.	<p>The Proponent must implement, or specify that the Contractor implement, the Construction EMP such that all terms and conditions of the EAC and other permits, licences, approvals and authorizations, including monitoring requirements, are met.</p>	<p>Pre- Construction and Construction</p>	<p>Primary Contractor</p>	<p>Severe</p>
15.	<p>The Proponent must discuss, or require that the Contractor discuss, environmental monitoring and mitigation issues and concerns that arise during construction in the meetings to be held with the BCEAO and Inter-Agency Environmental Review Committee,</p>	<p>Construction</p>	<p>Primary Contractor</p>	<p>Moderate</p>

STRICTLY CONFIDENTIAL

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	and address these issues, as applicable.			
16.	The Proponent must require that the Contractor develop and deliver environmental training sessions as a pre-requisite to on-site work for Contractor personnel. At minimum, the training sessions must inform attendees regarding environmental issues, environmental protection and mitigation measures, regulatory requirements, and responsibilities and protocols to be followed in the event of an environmental emergency.	Pre-Construction and Construction	Primary Contractor	Moderate
17.	The Proponent must develop and implement a compliance enforcement mechanism and other mechanism(s), as necessary, to address Contractor adherence to the terms and conditions of the Project Agreement and the EAC, and construction of the Project in accordance with the monitoring and mitigation measures described in the Construction EMP. The Proponent must, subject to applicable laws, make the compliance enforcement mechanism available to the BCEAO and the Inter-Agency Environmental Review Committee for information.	Pre-Construction and Construction	Province	N/A
18.	<u>The Proponent must require that the Contractor submit a Construction Management Plan and a detailed Traffic Management Plan for review and consent by the Proponent in accordance with the Project Agreement.</u> During development of the Contractor's Traffic Management Plan, input must be sought from the City of Burnaby, City of Port Moody and City of Coquitlam.	Pre-construction	Primary Contractor/Province	Severe
19.	The Proponent must make appropriate sections of the Project-compliant Traffic Management Plan available to the respective municipalities for review, comment and acceptance for a period of 21 days, prior to construction, provided that the failure to accept or provide comment and the absence of any comment or acceptance shall not result in a default or breach of or constitute a non-compliance of any requirement or Condition of this EAC and the Proponent and the Contractor may proceed with the work	Pre-Construction and Construction	Province	N/A
20.	The Proponent must require the Operator ^v to develop an Operations Environmental Management Plan as is in use for rapid transit systems operated or owned by TransLink, during the latter stage of construction, prior to commencement of revenue service. The	Construction and Operation	Province	N/A

STRICTLY CONFIDENTIAL

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<p>Operations EMP must address all environmental issues pertaining to Evergreen Line operations and maintenance. The Operator must make component plans of the Operations EMP available to the BCEAO and the Inter-Agency Environmental Review Committee. The component plans must include as a minimum:</p> <ul style="list-style-type: none"> • Air Quality and Dust Control Management Plan • Fuel, Chemicals and Materials Storage and Handling Management Plan • Health and Safety Management Plan • Noise and Vibration Management Plan, including the Acoustical Criteria and Requirements • Solid and Liquid Waste Management Plan • Snow Management Plan • Water and Sediment Quality Management Plan • Stormwater Management Plan • Spill Response and Emergency Response Plan 			
21.	<p>The Proponent must require the Contractor to respond rapidly and effectively to any emergency events and/or spill incidents that occur during Project construction to minimize effects and risks to the general public, on-site workers and the environment. This requirement must be addressed in the Construction EMP: Spill Prevention and Emergency Response Plan.</p>	<p>Pre-Construction and Construction</p>	<p>Primary Contractor</p>	<p>Severe</p>
22.	<p>The Proponent must require the Operator to respond rapidly and effectively to any emergency events and/or spill incidents that occur during Project operation and maintenance to minimize effects and risks to the general public, on-site workers and the environment. This requirement must be addressed in the Operations EMP: Spill Prevention and Emergency Response Plan.</p>	<p>Operation</p>	<p>Province</p>	<p>N/A</p>
23.	<p>The Proponent must develop and implement, or require that the Contractor or Operator, depending on the stage of the Project, develop and implement, a protocol for immediate</p>	<p>Pre-Construction,</p>	<p>Primary Contractor</p>	<p>Major</p>

STRICTLY CONFIDENTIAL

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	reporting of any spills to the appropriate environmental emergency response authorities. This requirement must be addressed in the Construction EMP and Operations EMP: Spill Prevention and Emergency Response Plan.	Construction and Operation		
Fisheries and Aquatic Habitat				
24.	<p>The Proponent must finalize an Aquatic Habitat Mitigation and Compensation Plan, or require that such a Plan be finalized by the Contractor, to accompany an application(s) to DFO for a Section 35(2) <i>Fisheries Act</i> Authorization(s). The overriding objective of the finalized Plan will be to demonstrate that the guiding principle of “no net loss”, as set out in DFO’s Policy for the Management of Fish Habitat, will be achieved. To this end, the Plan will include a habitat balance sheet that quantifies the aquatic and riparian habitat areas that will be harmfully altered, disrupted or destroyed during Project construction, and operation and maintenance and the corresponding areas of proposed compensation habitat. In the event that available lands within the Project alignment are insufficient to accomplish “no net loss” as per the Section 35(2)</p> <p>Authorization under the <i>Fisheries Act</i>, the Proponent must discuss other potential compensation areas, in the context of the affected watershed, with the affected municipality and First Nations.</p>	Pre-Construction, Construction and Operation	Primary Contractor	Severe
25.	The Proponent must prepare, or require that the Contractor prepare, final Issued for Construction (IFC) design drawings of proposed habitat compensation works to be undertaken in the vicinity of stream crossings (i.e., South Schoolhouse Creek, Scott and Hoy creeks, Suterbrook Creek) for inclusion in the application(s) to be submitted to DFO for a Section 35(2) <i>Fisheries Act</i> Authorization(s).	Pre-Construction and Construction	Primary Contractor	Major
26.	During development of habitat compensation plans for the Project, the Proponent must consider and undertake, or require the Contractor consider and undertake, on properties owned by the Proponent and not required for ongoing access and maintenance, the reclamation of riparian areas within the retained Project footprint that have been previously	Pre-Construction and Construction	Primary Contractor	Moderate

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	converted, by others, from riparian vegetation to developed lands. The Proponent will evaluate the feasibility of such reclamation on a property by property basis, depending on factors including but not limited to, potential habitat compensation outcomes and habitat values, costs, and site requirements for ongoing access and maintenance.			
27.	The Proponent must require that the Contractor conduct all work in and about streams in the Project area according to the terms and conditions specified by the Ministry of Natural Resource Operations (MNRO) Habitat Officer for the Lower Mainland Region, in conformance with the designated fisheries timing window (i.e., July 15 to September 15 for Pacific salmon; August 1 to October 31 for cutthroat trout), unless otherwise directed by MNRO or DFO.	Pre-Construction and Construction	Primary Contractor	Severe
28.	Prior to any work in and about a watercourse, the Proponent must obtain, or require the Contractor obtain, all permits necessary for the salvage of fish, amphibians or other wildlife.	Pre-Construction and Construction	Primary Contractor	Severe
29.	During Project design, the Proponent must seek input directly from, or require that the Contractor seek input directly from the affected municipality and First Nations regarding the location, condition, and values of all watercourses intersected or otherwise affected by the Project within that municipality. On the basis of anticipated Project-related impacts to aquatic and/or riparian habitats, the Proponent or the Contractor must identify, review and seek input from the municipality and First Nations regarding mutually acceptable mitigation measures to be used to avoid or minimize adverse impacts to these watercourses.	Pre-Construction	Primary Contractor	Moderate
30.	During Project design and construction, the Proponent and the Contractor must seek input directly from the affected municipality and First Nations to identify and implement mutually acceptable, cost-effective mitigation measures to address impacts to watercourses intersected or otherwise affected by the Project, provided that the failure to identify and implement mutually acceptable measures will not result in a default, breach of, or noncompliance with any requirement or condition of the Environmental Assessment	Pre-Construction and Construction	Primary Contractor	Major

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	Certificate and the Proponent / Contractor may proceed with the work.			
31.	During Project design, the Proponent must seek input directly from, or require that the Contractor seek input directly from, the affected municipality and First Nations during the development of proposed habitat compensation designs pursuant to the application for a Section 35(2) Authorization under the federal <i>Fisheries Act</i> .	Pre-Construction and Construction	Primary Contractor	Major
32.	The Proponent must require that the Contractor and the Operator, depending on the Project stage, avoid interrupting flows from Melrose Creek into South Schoolhouse Creek.	Construction and Operation	Primary Contractor	Major
33.	In the event that, during detailed design, it is determined that culverting of either Kyle Creek or Slaughterhouse Creek will be necessary within the Project alignment, the Proponent must seek input from, or require that the Contractor seek input from, the City of Port Moody and First Nations regarding mutually acceptable, cost-effective measures to be used to mitigate/compensate for any associated aquatic and/or riparian impacts.	Pre-Construction	Primary Contractor	Moderate
34.	In situations in which groundwater flow may be initiated as a result of Project-related construction activity and is expected to continue post-construction, the Proponent must implement, or require the Contractor or Operator to implement (depending on the stage of the Project), appropriate design and/or construction mitigation measures to address potential impacts to property and/or riparian and aquatic habitat and species. Where groundwater continues to flow to the surface during Project operation, the Proponent will continue to consult, or require that the Operator consult, with DFO and MoE-Fisheries/MNRO regarding ongoing mitigation measures.	Construction and Operation	Primary Contractor	Major

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
35.	The Contractor must design, install, maintain and remove any temporary stream crossings required for construction of the Project for the consent of the Proponent in accordance with the Project Agreement. The Proponent or the Contractor must review and seek input from the affected municipality and the Relevant Authorities regarding mitigation measures to be implemented with respect to this work. This requirement must be addressed in the Construction EMP: Habitat Mitigation and Compensation Plan.	Pre-Construction and Construction	Primary Contractor	Minor
36.	The Proponent must require that the Contractor take all reasonable measures to prevent substances that may be harmful to fish (e.g., silt, sediment, sediment-laden water, raw concrete, concrete leachate, hydrocarbons) from entering the aquatic environment during construction. This requirement must be addressed in the Construction EMP: Spill Prevention and Emergency Response Plan, Surface Erosion Prevention and Sediment Control Plan, and Water and Sediment Quality Management Plan.	Construction	Primary Contractor	Severe
37.	<u>The Proponent must require that on-site surface run-off control and treatment measures be installed and maintained at the Vehicle Storage Facility, and any new or modified park and ride and/or bus exchange locations.</u> This requirement must be addressed in the Operations EMP: Water and Sediment Quality Management Plan.	Pre-Construction, Construction and Operation	Primary Contractor/Province Note: Primary Contractor only responsible for temporary park and ride and/or bus exchange facilities; Province responsible for permanent facilities	Major
38.	During Project design construction and operation, the Proponent must seek input from the municipalities, or require that the Contractor or the Operator, depending on the stage of the Project seek input from the municipalities, regarding measures to be used to deal with run-off from the guideway and other Project surfaces. <u>The Contractor must undertake a design</u>	Pre-Construction, Construction and Operation	Primary Contractor/Province	Major

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<p><u>review to determine if the municipal stormwater system can accommodate the incremental addition of Project-related run-off. If Project run-off cannot be accommodated, the Contractor must address this issue in its Project design (e.g., by diverting all surface run-off to ground). This requirement must be addressed in the Construction EMP and Operations EMP: Stormwater Management Plan.</u></p>			
39.	<p>The Proponent must adhere to, or require that the Contractor or Operator, depending on the Project stage, adhere to, provisions for long-term monitoring of fish habitat compensation works, or other terms and conditions related to long-term monitoring as may be identified in the EAC and the <i>Fisheries Act</i> Section 35(2) Authorization.</p>	<p>Pre-Construction, Construction and Operation</p>	<p>Primary Contractor</p>	<p>Major</p>
40.	<p>The Proponent must undertake measures, or require that the Contractor or Operator, depending on the Project stage, undertake measures to maintain and ensure the survival of plant material in revegetated aquatic and riparian areas, including the control of invasive species, as per the terms and conditions of the Authorization(s) under Section 35(2) of the <i>Fisheries Act</i>.</p>	<p>Construction and Operation</p>	<p>Primary Contractor</p>	<p>Major</p>
41.	<p>The Proponent must require the Operator to conduct all Project operation and maintenance activities in compliance with the terms and conditions of the Section 35(2) <i>Fisheries Act</i> Authorization(s), other permits, approvals and authorizations, and the component plans set out in the Operations EMP.</p>	<p>Operations</p>	<p>Province</p>	<p>N/A</p>
42.	<p>The Proponent must collect and analyze, or require that the Contractor collect and analyze, baseline water samples from immediately upstream and downstream of watercourses potentially affected by Project construction. Collected samples must be analyzed for metals, hydrocarbons, Volatile Organic Compounds (VOCs), turbidity, suspended sediment, pH, dissolved oxygen, conductivity and water temperature. This requirement must be addressed in the Construction EMP: Water and Sediment Quality Management Plan.</p>	<p>Pre-construction</p>	<p>Primary Contractor</p>	<p>Moderate</p>
43.	<p>The Proponent must collect and analyze, or require that the Contractor collect and analyze, periodic water samples from immediately upstream and downstream of watercourses</p>	<p>Construction</p>	<p>Primary Contractor</p>	<p>Moderate</p>

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	potentially affected by Project construction. Samples must be analyzed for metals, hydrocarbons, VOCs, turbidity, suspended sediment, pH, dissolved oxygen, conductivity and water temperature. This requirement must be addressed in the Construction EMP: Water and Sediment Quality Management Plan.			
44.	The Proponent must implement, or require that the Contractor implement, all necessary measures prior to discharge to the receiving environment, such that all process water and surface run-off from the work area meets or exceeds the BC Approved Water Quality Guidelines. Specifically, during construction, the Proponent must prevent, or require that the Contractor prevent, the discharge of sediment-laden run-off or other deleterious material to receiving environments throughout the Project area. This requirement must be addressed in the Construction EMP: Water and Sediment Quality Management Plan.	Pre-Construction and Construction	Primary Contractor	Major
45.	The Proponent must seek input from the BCEAO and members of the Inter-Agency Environmental Review Committee, including DFO and MoE-Fisheries/MNRO, regarding the need to control groundwater quality should it be necessary to divert artesian flows into surface waters.	Pre-Construction and Construction	Primary Contractor	Minor
Terrestrial Biophysical Environment				
46.	<u>During Project design, the Proponent must seek input from, or require that the Contractor seek input from, the respective municipality regarding the location, condition, and biophysical values of environmentally sensitive areas intersected or otherwise affected by the Project within that municipality. On the basis of anticipated Project-related impacts to environmentally sensitive areas, the Proponent or the Contractor must identify, review and seek input from the municipality regarding proposed mitigation measures to be used to avoid or minimize adverse impacts to these areas.</u>	Pre-Construction and Construction	Primary Contractor/Province Note: Joint responsibility to seek input from municipalities	Moderate
47.	To avoid the disturbance of active nest sites as required by the BC <i>Wildlife Act</i> , the Proponent must require that the Contractor conduct vegetation clearing outside the general bird nesting season from April 1 to July 31 (or to September 15 where fledglings are still on the nest) unless otherwise approved by the Canadian Wildlife Service (CWS) and MoE.	Construction	Primary Contractor	Major

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	This requirement must be addressed in the Construction EMP: Wildlife Management Plan.			
48.	<p>The Proponent must adhere, or require that the Contractor adhere, to the terms and conditions of the Project Agreement and the EAC, the Construction EMP, any applicable permits, approvals, and authorizations, and MoT Standard Specifications for Highway Construction related to the protection of soil and vegetation. Specific measures that must be addressed in this regard include, but are not necessarily limited to:</p> <ul style="list-style-type: none"> • Prior to construction, vegetation to be retained during construction must be identified, and necessary measures must be taken on-site to require vegetation protection. • Soils removed from a work location must be stored for reclamation use and protected in a manner that prevents erosional losses, establishment of invasive plant species, and siltation of adjacent watercourses. • Surplus soils must be disposed of in accordance with the terms of the Project Agreement. 	Pre-Construction and Construction	Primary Contractor	Major
49.	The Proponent must conduct, or require that the Contractor conduct, an assessment of potential impacts to Pacific Water Shrew in accordance with MoE's <i>Best Management Practices Guidelines for Pacific Water Shrew</i> (April 2005) in potentially affected riparian areas. This requirement must be addressed in the Construction EMP: Wildlife Management Plan.	Pre-Construction	Primary Contractor	Major
50.	<p>As a component of the Construction EMP, the Proponent must develop and implement, or require that the Contractor develop and implement, a Landscape Design and Restoration Plan. The Proponent must require that this Plan identify all expected areas of temporary and permanent vegetation loss (e.g., specific numbers, locations and dimensions of guideway footings; areas to be disturbed for laydown and storage areas, construction access, stockpiles, etc.) and describe site-specific measures for reclamation and revegetation, including but not necessarily limited to the following:</p> <ul style="list-style-type: none"> • Stabilization of soils and reestablishment of vegetation upon completion of work at a 	Pre-Construction, Construction and Operation	Primary Contractor	Major

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<p>location.</p> <ul style="list-style-type: none"> • Involvement of qualified professionals (i.e., landscape architect, wildlife biologist, arboriculturalist / horticulturist, etc.) in providing requisite planning advice and on-site direction as necessary for reclamation success. • Establishment of vegetation within and adjacent to the guideway right-of-way that is compatible with the safe operation of the Evergreen Line, particularly as it relates to slope stability and tree hazard control. • Preference for selection of native species of grasses, herbs, shrubs and trees when re-planting is required along the Evergreen Line alignment. Species are to be selected at each location based on input to be requested from the affected municipality and First Nations and the ability of the selected species to survive site-specific conditions and afford cover and food for wildlife. • Integration of revegetation plans for habitat replacement with other impact mitigation objectives (e.g., noise reduction/aesthetic enhancement), where feasible and cost-effective. • Consideration of highly valued landscape trees or tree stands with specially noted habitat value into detailed design. • Liaison with private property owners regarding Project effects on existing trees and landscaped areas. • Detailed assessments and surveys of selected trees for retention and implementation of protection measures. • Development of a specification that addresses protocols for review prior to any tree area encroachments, guidelines for land clearing, and guidelines and protocols for tree risk and windthrow assessment. • Consideration of appropriate replacement tree species at each planting site to meet the objective of aiding a tree’s ability to reach mature age class while minimizing underground, at-grade and aerial conflicts with its surroundings. 			

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<ul style="list-style-type: none"> • Post-construction care of planted areas and plant stock for the period of time required for its survival, as identified by qualified professionals. • One year after contract completion, preparation of a detailed post-construction monitoring and assessment report documenting site-specific landscaping and restoration mitigation/compensation measures implemented during construction, and identifying site-specific guidelines and criteria at a level of detail sufficient to demonstrate that restoration objectives have been met. This report must be made available to the affected municipalities. • In the event that plant material installed during landscaping and restoration dies or appears to be failing within the warranty and maintenance period to be identified by the Proponent in the Project Agreement, a corrective strategy to be implemented by a qualified arboriculturist/horticulturalist on behalf of the Contractor. 			
51.	<p>During Project design, the Proponent must seek input from, or require that the Contractor seek input from, the affected municipality regarding a mutually acceptable approach to tree tagging and survey, tree salvage and replacement, creation of wildlife trees, tree risk assessments, replanting to mitigate visual/aesthetic impacts and/or other issues related to potential impacts on “significant^{vi}” trees located within and immediately adjacent to the Project alignment.</p>	Pre-Construction and Construction	Primary Contractor	Major
52.	<p><u>During construction, the Proponent must implement or require that the Contractor implement the agreed upon Project-wide Tree Replacement Criteria, as specified in the Project Agreement. The Proponent must replace “significant” trees at a 1:1 ratio. Replacement trees must have a minimum caliper size of 7 cm. The Proponent must engage with municipal staff to determine adequate locations for tree replacement within the Project lands first, surrounding the Project location second, and on lands to be made available by the affected municipality third.</u> In the event that suitable locations within municipal boundaries are not available, the Proponent must engage with First Nations to identify alternative areas. In meeting this commitment, the Proponent will not purchase lands for</p>	Pre-Construction and Construction	Primary Contractor/Province	Major

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	the sole purpose of planting trees.			
53.	The Landscape Design and Restoration Plan, to be prepared by the Proponent or the Contractor must describe the agreed upon Project-wide Tree Replacement Criteria, tree replacement strategies and related measures, to be implemented during the Project. Prior to construction, the Proponent must make the Project-compliant Plan available to the BCEAO and the Inter-Agency Environmental Review Committee for review, comment and acceptance for a period of 30 days, provided that the failure to accept or provide comment and the absence of any comment or acceptance shall not result in a default or breach of or constitute a non-compliance of any requirement or Condition of this Environmental Assessment Certificate and the Proponent and the Contractor may proceed with the work.	Pre-Construction	Primary Contractor	Major
54.	The Proponent must continue discussions, or require that the Contractor continue discussions, with municipal staff with respect to inventoried trees that may require removal to facilitate construction and safe operation, and replacement strategies in accordance with the Tree Replacement Criteria to accommodate municipal requirements.	Pre-Construction and Construction	Primary Contractor	Moderate
55.	The Proponent or the Contractor must conduct the selection and placement of all replacement trees in a manner that has been agreed upon by the municipal government in which the work is to occur, based on technical input provided by City arborists.	Pre-Construction and Construction	Primary Contractor	Moderate
56.	The Proponent must undertake all arboricultural work, including the detailed assessment of the tree resource and the survey and tagging of individual “significant” trees within and immediately adjacent to the Project alignment prior to construction and under the supervision of a Certified Arborist and Certified Tree Risk Assessor.	Pre-Construction and Construction	Primary Contractor	Moderate
57.	The Proponent must complete, or require that the Contractor complete, site-specific rare plant surveys prior to commencement of any clearing and grubbing activities that may occur in existing greenbelt corridors. Such surveys must be conducted by qualified field botanists according to the rare plant survey protocols described at	Pre-Construction	Primary Contractor	Major

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	http://www.geog.ubc.ca/biodiversity/eflora/ProtocolsforRarePlantSurveys.html .			
58.	In the event that any rare plants (i.e., provincially or federally listed species at risk) are located during the rare plant survey, the Proponent must require the Contractor to consult with the MNRO/MoE regarding the need and/or specific plans for plant salvage and relocation.	Pre-Construction and Construction	Primary Contractor	Major
59.	To the extent feasible, the Proponent must require that the Contractor locate the guideway support columns outside of the wetted perimeter of any watercourse. Where this is not feasible, or where guideway column supports must be located within a riparian area, the Proponent must develop, or require that the Contractor develop, aquatic habitat compensation and restoration plans, as required by the Section 35(2) Authorization pursuant to the federal <i>Fisheries Act</i> .	Pre-Construction and Construction	Primary Contractor	Severe
60.	The Proponent must retain, or require the Contractor or the Operator, depending on the Project stage, retain connectivity for wildlife movement at crossing locations identified in the EAC Application. This requirement must be addressed in the Construction EMP: Wildlife Management Plan.	Construction and Operation	Primary Contractor	Moderate
61.	The Proponent must require that the Operator develop and implement a plan for controlling vegetation along the Evergreen Line alignment in accordance with existing SkyTrain operations policy, whereby vegetation that may be encroaching on the guideway or that poses a threat of encroachment, thus threatening the safe operation of the system, is periodically trimmed or removed. Further, the Proponent must require that the Operator notify private landowners with property adjacent to the alignment prior to any such vegetation trimming and/or removal.	Operation	Province	N/A
Socio-economic and Socio-community Issues				
62.	The Proponent must seek input from the affected municipality(ies) regarding long-term ownership and maintenance of remnant lands, if any, located within or adjacent to the Project footprint.	Pre-Construction, Construction	Province	N/A

**EVERGREEN LINE RAPID TRANSIT PROJECT
PROJECT AGREEMENT
SCHEDULE 5: ENVIRONMENTAL OBLIGATIONS**

Execution

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
		and Operation		
63.	During station area design, the Proponent commits to engage and seek input from, or require that the Contractor engage with and seek input from, the City of Burnaby, City of Port Moody, City of Coquitlam and First Nations and to incorporate agreed upon station design elements to address issues such as, but not necessarily limited to, visual aesthetics, including rooftop features, hard and soft landscaping, parking, bicycle storage, passenger loading, signage, public amenities, lighting, protection of community safety, and noise mitigation.	Pre-Construction	Province	N/A
64.	During Project design, the Proponent must undertake, or require that the Contractor undertake, a detailed inventory and assessment of existing utilities and infrastructure, including storm drains and water mains, within the Project footprint. All utilities and infrastructure must be relocated as necessary during construction to currently accepted construction design standards (e.g., Master Municipal Construction Documents (MMCD)), unless regulation requires otherwise or an alternate agreement has made between the Proponent and the utility and infrastructure owner.	Pre-Construction and Construction	Primary Contractor	Major
65.	The Proponent must develop a document that addresses utility works, including a requirement to provide advance notice to affected municipalities regarding planned utility works and any potential associated disruptions in service.	Construction	Primary Contractor	Major
66.	The Proponent must develop and implement, or require that the Contractor develop and implement, a Traffic Management Plan to mitigate the impacts of construction on motor vehicle traffic, transit users, cyclists and pedestrians, and emergency services providers. The Plan will include measures to be used to notify businesses and the public regarding upcoming construction activities, maintain the flow of pedestrian, bicycle and vehicle traffic, reduce traffic delays and disruptions, and minimize adverse effects to local residents and businesses.	Pre-Construction and Construction	Primary Contractor	Severe
67.	<u>The Proponent must continue to seek input from the established municipal working groups, and require that the Contractor seek input from these groups, during Project design and</u>	Pre-Construction	Primary Contractor/Province	Moderate

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<u>construction to identify and make reasonable efforts to resolve, in a mutually acceptable manner, area- and site-specific issues related to traffic management during construction.</u>	and Construction	Note: Joint responsibility to seek input from working groups; Province responsible for agreeing mutually acceptable solution with the groups	
68.	<u>Should it be necessary to temporarily close or restrict access to a particular intersection, or pedestrian or cycle route during construction to protect public safety, the Contractor must seek input from affected municipality in advance of the closure, and identify and provide the nearest safe alternate route. The Proponent must require that the Contractor minimize such disruptions during Project construction. These requirements must be described in the Traffic Management Plan.</u>	Pre- Construction and Construction	Primary Contractor/Province Note: Joint responsibility to seek input from Municipalities	Moderate
69.	<u>The Proponent must provide, or require that the Contractor provide, measures for continued access to the Aberdeen Avenue area (includes the area bounded by Johnston Street to the east, the City of Coquitlam boundary to the west, the Barnet Highway to the south and the CPR Railway to the north), in consultation with the City of Coquitlam. Should any temporary or permanent closures of Aberdeen Avenue be necessary during construction, the Contractor will provide alternative access, in consultation with the City of Coquitlam. These requirements must be described in the Traffic Management Plan.</u>	Pre- Construction and Construction	Primary Contractor/Province	Major
70.	The Proponent must consult with the City of Coquitlam regarding the effects of the Project on future development in the Aberdeen Avenue area, with the objective of identifying mutually acceptable measures to address long-term local access. Implementation of any such measures will be undertaken based on specific agreements to be established among the parties.	Pre- Construction and Construction	Province	N/A

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
71.	<p>The Proponent must require that the Contractor assess potential impacts to businesses in developing its construction plans and procedures, and that the Contractor take measures to avoid or, where this is not possible, minimize such impacts. In cases in which construction-related impacts to a business or property owner are anticipated or identified, the Proponent must engage with the Contractor and the affected business owner and/or property owner to develop and implement mutually acceptable mitigation measures. The Proponent must keep the affected municipality informed regarding the progress and outcome of these discussions.</p>	Pre-Construction and Construction	Primary Contractor/Province	Major
72.	<p>The Proponent must continue to seek input from the City of Burnaby and the City of Coquitlam to identify opportunities regarding the maintenance of flow and function of North Road and Clarke Road.</p>	Pre-Construction and Construction	Province	N/A
73.	<p>Where it is safe to do so, the Proponent must require that the Contractor maintain access to all businesses during the hours that those businesses would otherwise be open. In the event that the temporary closure of a business access, or the extension of such a closure, is necessary, the Proponent must require that the Contractor provide advance notice to the business owner. The information to be provided to the business owner must include the reason for and duration of the closure, as well as options for safe alternative access, if available. The Proponent must provide information on an ongoing basis to the affected municipality regarding the progress and outcome of these discussions. <u>These requirements must be described in the Traffic Management Plan.</u></p>	Construction	Primary Contractor/Province	Major
74.	<p>During Project design, the Proponent must continue to consult with, or require that the Contractor consult with, the City of Burnaby, City of Port Moody and City of Coquitlam regarding mitigation of potential parking-related issues during construction, including those related to the existing park and ride facilities at Port Moody Central Station and Coquitlam Central Station.</p>	Pre-Construction and Construction	Province	N/A
75.	<p>The Proponent must provide, or require that the Contractor provide designated parking sites</p>	Construction	Primary Contractor	Minor

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	for Project construction workers.			
76.	The Proponent must require that the Contractor provide for temporary park and ride spaces in proximity to the Port Moody West Coast Express Central Station, as necessary to off-set any construction-related disruption to this parking, and to minimize impacts to nearby residential and business parking.	Construction	Primary Contractor	Moderate
77.	<u>At the Port Moody West Coast Express Central Station, prior to commencement of operations, the Proponent must reconfigure the internal parking area and bus facility to provide for efficient and safe pedestrian, cycle and vehicle traffic movements and, at minimum, no loss of parking capacity relative to pre-Project conditions.</u>	Pre-Construction and Construction	Primary Contractor/Province Note: Primary Contractor responsible only for temporary facilities	Moderate
78.	The Proponent must provide 500 additional parking spaces to be allocated among the Port Moody Station, Coquitlam Central Station and Douglas College Station.	Pre-Construction and Construction	Province	N/A
79.	<u>The Proponent must provide, or require that the Contractor provide, a connection for pedestrians between the Port Moody Central Station and the Moody Street overpass.</u>	Pre-Construction and Construction	Primary Contractor/Province Note: Primary Contractor responsible only for temporary connection	Moderate
80.	During Project design, the Proponent must maximize retention of, or require that the Contractor maximize retention of, current municipal parking capacity, in consultation with the affected municipality, and as provided for in the Project Agreement. Currently, it is estimated that approximately 6 to 8 parking spaces will be permanently lost in Burnaby and Coquitlam, and approximately 20 to 30 parking spaces will be permanently lost in Port	Pre-Construction and Operation	Province	N/A

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	Moody.			
81.	During Project design, the Proponent must undertake, or the Contractor must undertake, to include on-street parking to maximize replacement of parking capacity from Golden Spike Lane to Buller Street, north of St. John’s within the existing municipal right-of-way. In the event the design cannot be accommodated within the right-of-way, the Proponent and the City of Port Moody will discuss mutually acceptable solutions.	Pre-Construction	Province	N/A
82.	<u>During construction at the north tunnel portal</u> , the Proponent must seek input from, or require that the Contractor seek input from, the City of Port Moody <u>to establish a detour along the affected portion of the Trans Canada Trail</u> and to identify and <u>implement mutually acceptable measures to mitigate visual impacts along the trail during construction and operation</u> .	Pre-Construction and Construction	Primary Contractor/Province	Moderate
83.	The Proponent must design, or require the Contractor design and construct the Project so as to accommodate future provision, by the affected municipality, of a roadway overpass of the Evergreen Line guideway and CPR tracks along the proposed Murray – Clarke Connector – West Option (2004), Port Moody and at Falcon Drive, Coquitlam, and as provided for in the Project Agreement.	Pre-Construction and Construction	Primary Contractor	Moderate
84.	The Proponent must design, or require the Contractor design the Project so as to accommodate potential future stations at or near Queens Street (Port Moody) and Falcon Drive and Lincoln Avenue (Coquitlam).	Pre-Construction	Primary Contractor	Moderate
85.	Based on information to be provided by the City of Port Moody regarding the scheduling and nature of annual festivals and events in Rocky Point Park, the Proponent must seek agreement, or require that the Contractor seek agreement, within reason, with the City to minimize disruptions to vehicle traffic and pedestrian access, and noise and vibration-related impacts in the vicinity of the Park during selected events.	Pre-Construction and Construction	Province	N/A

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
86.	The Proponent must develop and implement, or require that the Contractor develop and implement, a Business Liaison Program to minimize construction-related impacts. The Program must require that notification be provided and developed on the basis of input, if any, provided by the business community, and the three involved municipalities. This requirement must be described in the Communications Plan.	Pre-Construction and Construction	Primary Contractor	Major
87.	The Proponent must require that the Project be designed, constructed and operated taking into consideration land use, site context, and urban design aspects.	Pre-Construction, Construction and Operation	Primary Contractor	Minor
88.	The Proponent must require that the Project be designed, constructed and operated taking into consideration emergency services. The Proponent must resolve issues (e.g., changes to emergency services) in consultation with the Project-affected municipalities as the Project design is finalized.	Pre-Construction, Construction and Operation	Primary Contractor	Major
89.	The Proponent commits to discuss, with the affected municipalities, or require that the Contractor discuss with the affected municipalities, mutually acceptable and cost-effective measures to mitigate visual impacts associated with fencing that will be in place for the duration of the construction period. The Proponent must implement, or require that the Contractor implement, agreed upon measures, within reason, during construction.	Pre-Construction and Construction	Primary Contractor	Moderate
90.	The Proponent must seek input from, or require that the Contractor seek input from, the City of Coquitlam, City of Burnaby, City of Port Moody, and First Nations to identify potential mitigation measures that may be used to reduce, at minimum the high visual effects of the concrete columns that will support the elevated guideway, as identified in the EAC Application. Based on these discussions, the Proponent must incorporate minimum enhancement measures into Project design and implement these measures during construction. Any additional measures identified during these discussions will be implemented as agreed among the parties.	Pre-Construction and Construction	Province	N/A

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
91.	During design, the Proponent must engage with, or require that the Contractor engage with the affected municipalities to identify potential opportunities for softening visual quality impacts near the permanent works associated with the tunnel portals and implement as agreed.	Pre-Construction and Construction	Province	N/A
92.	To minimize visual effects, the Proponent must utilize, or require the Contractor to utilize bent structures only where the Proponent, taking into account budgetary, financial, schedule, technical and other relevant factors, considers that no other practical options exist. During the course of these considerations, the Proponent must seek input from or require the Contractor to seek input from the affected municipality and property owners.	Construction	Province	N/A
93.	During detailed design and construction, the Proponent must explore opportunities with the municipalities and First Nations and incorporate mutually acceptable and cost-effective public art and First Nations art into the Project.	Pre-Construction and Construction	Province	N/A
Management of Contaminated Sites				
94.	Based on the results of the Screening Level Contaminated Sites Assessment, additional site assessment reports that may be available prior to commencement of construction, associated geotechnical investigations, and final design, the Proponent must require that a Contaminated Sites and Soils Management Plan be developed for review by approving provincial agencies. The Project-compliant Plan must also be made available to the BCEAO and Inter-Agency Environmental Review Committee for review and comment.	Pre-Construction	Primary Contractor	Major
95.	In the event that contaminated soils are encountered during foundation excavations, the Proponent must require the Contractor to remediate these excavated soils (including contaminated groundwater) as required by the provincial approving agencies. The Proponent will require the Contractor to provide information on an ongoing basis to the affected municipality regarding site-specific findings and remediation measures.	Construction	Primary Contractor	Major

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
96.	Should site-specific work be planned at the Tier 2 site located adjacent to Clarke Road between Glenayre Drive and Seaview Drive, or acquisition of this property be required to accommodate the guideway, the Proponent must review the site history with the City of Port Moody and the property owner, and undertake, or require that the Contractor undertake, a further assessment of soil and groundwater conditions, as necessary, prior to construction.	Pre-Construction	Province	N/A
97.	Where properties are purchased, the Proponent must conduct Phase 1 and, if required, Phase 2, Environmental Site Assessments. Where demolition or decommissioning of properties is required, the Proponent must conduct HAZMAT reviews and, where potential contamination is an issue, submit Contaminated Sites Regulations (CSR) Site Profiles, or require that the Contractor carry out these tasks.	Pre-Construction and Construction	Province	N/A
98.	Where it has been determined that a site is potentially contaminated, the Proponent must require that the Contractor prepare a Sampling Plan for all potentially contaminated media (i.e., groundwater, surface water, sediment, vapour) for inclusion in its Construction EMP: Contaminated Sites and Soils Management Plan.	Pre-Construction	Primary Contractor	Moderate
Air Quality, Noise and Vibration				
99.	The Proponent must require that measures be taken by the Contractor to minimize or manage, as applicable, adverse effects related to air quality, noise, dust and vibration.	Pre-Construction, Construction and Operation	Primary Contractor	Major
100.	The Proponent must seek input from the involved municipalities regarding the development and implementation of mutually acceptable mitigation measures to address Project effects, including those related to visual aesthetics, noise and vibration, business disruption, and community cohesion.	Pre-Construction, Construction and Operation	Province	N/A
101.	The Proponent must require the Contractor to implement mitigation measures to minimize emissions of common air contaminants, fugitive dust and greenhouse gases associated with Project construction. These measures shall include but may not be limited to:	Construction	Primary Contractor	Major

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<ul style="list-style-type: none"> • Routine inspection and maintenance of construction vehicles and equipment. • Installation of diesel particulate matter filters in construction equipment. • Use of fuel additives, catalysts and oxidizers for diesel fuel that result in lower emissions. • Use of alternative fuels, such as emulsified diesel and biodiesel. • Implementation of vehicle and equipment idling restrictions. • Application of water to unpaved roads. • Minimization of road closures, lane closures and lane narrowing. • Use of high volume fly ash concrete, where this material meets required concrete specifications, and is economically feasible. 			
102.	<p>The Acoustical Criteria and Requirements, to be developed by the Proponent for inclusion in the Project Agreement, must require the Contractor, for daytime, to generally identify the type, location, and duration of construction activities and for night-time, to specify the type, location and duration of construction activities in the Noise and Vibration Management Plan, taking into consideration the noise guidelines identified in the Application.</p>	Pre-Construction and Construction	Province	N/A
103.	<p>With respect to construction work from 6:00 am to 7:00 am and from 8:00 pm to 10:00 pm Monday through Saturday, for Sundays and statutory holidays from 9:00 am to 8:00 pm, and for night-time work from 10:00 pm to 6:00 am on Monday through Saturday, the Proponent must provide the following to the affected municipalities for review and comment at least 72 hours in advance of the work:</p> <ul style="list-style-type: none"> • Description of the location(s) of the work site(s); • Description of the construction activities and the sources(s) of noise in respect of the work and the anticipated noise levels; • Rationale for the work; • Anticipated period of time and duration of the work; and 	Construction	Primary Contractor	Major

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<ul style="list-style-type: none"> Description of the measures planned to be taken to minimize the noise. 			
104.	<p><u>The Noise and Vibration Management Plan to be developed and implemented by the Proponent or the Contractor must be based on the Acoustical Criteria and Requirements. The Plan must identify Project activities that may result in elevated noise and vibration levels (including activities to be conducted at both the north and south tunnel portals) and set out site-specific measures to mitigate noise- and vibration-related impacts to residents and businesses.</u> The Proponent must make the Project-compliant Plan available to the BCEAO and Inter-Agency Environmental Review Committee for review, comment and acceptance for a period of 30 days, prior to commencement of construction, provided that the failure to accept or provide comment and the absence of any comment or acceptance shall not result in a default or breach of or constitute a non-compliance of any requirement or Condition of this Environmental Assessment Certificate and the Proponent and the Contractor may proceed with the work.</p>	Pre-Construction and Construction	Primary Contractor/Province	Moderate
105.	<p>During Project construction, the Proponent commits that it will require the Contractor adhere to the Acoustical Criteria and Requirements identified in the Project Agreement and set out in the Construction EMP: Noise and Vibration Management Plan.</p>	Construction	Province	N/A
106.	<p>Should the Contractor seek an adjustment from the Proponent to conduct a particular construction activity outside of the hours specified in the Project Agreement and the Noise and Vibration Management Plan, the Proponent must provide the affected municipality and the Fraser Health Authority with at least 72 hours notice regarding the requested adjustment and consider input that may be provided by the Municipality or Authority, except in the case of an emergency, an urgent event, or an unanticipated critical path event. In granting an adjustment to the Contractor, the Proponent must specify the construction activity, the timing and duration of that construction activity, and the area in which it is permitted to occur. In the case of an emergency, an urgent event or an unanticipated critical path event, the Proponent or the Contractor must notify the affected municipality based on protocols set out in the Construction EMP: Spill Prevention and Emergency</p>	Construction	Primary Contractor	Major

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	Response Plan.			
107.	The Proponent must require the Operator to use existing SkyTrain system noise criteria, including Millennium Line “pass-by” noise criteria (i.e., 74 dBA at 15 m from the centre of the guideway, on average), to evaluate operational noise levels on the Evergreen Line.	Operation	Province	N/A
108.	The Proponent or the Contractor must describe the criteria, standards, and monitoring methodology that it will use to identify the need for noise attenuation barriers and related mitigation measures during construction, in its Noise and Vibration Management Plan.	Pre-Construction	Primary Contractor	Major
109.	The Proponent must require that the Contractor organize and lead special meetings with participation from affected communities/residents for the purpose of sharing information with and receiving input from residents in areas subject to high noise- and/or vibration-related impacts, and/or when noise issues arise due to the need to undertake late-evening or night-time construction works in the vicinity of a residential area. These meetings must be conducted prior to construction activities that will result in elevated noise and vibration levels. These requirements, including minimum timelines for communication with local residents, as discussed with the affected municipality, must be described in the Construction EMP: Noise and Vibration Management Plan.	Construction	Primary Contractor	Major
110.	The Proponent must send, or require that the Contractor send notices to potentially affected residents and businesses regarding upcoming construction activities associated with elevated noise and/or vibration levels via direct communications (e.g., mailouts). The notices must also provide information regarding the timing and locations of neighbourhood meetings to be held by the Proponent and/or the Contractor to discuss these issues. This requirement must be described in the Construction EMP: Communications Plan and the Noise and Vibration Management Plan.	Construction	Primary Contractor	Major
111.	For those sites where a noisy work activity is expected to occur for more than one month near a noise-sensitive land use(s), the Contractor will be required to submit to the Proponent proposed additional mitigation measures for review and acceptance.	Construction	Primary Contractor	Major

STRICTLY CONFIDENTIAL

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
112.	<p>Identified limits for construction noise refer to the combination of construction and ambient noise levels as measured 15 m from the source. The Proponent must require that the Contractor advise the Proponent when:</p> <ul style="list-style-type: none"> • continuous noise exceeds 85 A-weighted decibels (dBA) from 7:00 am to 8:00 pm Monday through Saturday, and 9:00 am to 8:00 pm on Sunday and Statutory holidays; • continuous noise exceeds 80 dBA from 6:00 am to 7:00 am and 8:00 pm to 10:00 pm Monday through Saturday; and • continuous noise exceeds 55 dBA or non-continuous noise exceeds 70 dBA from 10:00 pm to 6:00 am Monday through Saturday. <p>In such an event, the Proponent must work with the Contractor and seek input from the affected municipality to identify and implement mutually acceptable mitigation measures, unless no practical options exist. This requirement must be described in the Construction EMP: Noise and Vibration Management Plan.</p>	Construction	Primary Contractor	Major
113.	<p>Where it will not detract from the ability to effectively provide operations and safety announcements to system users, the annunciator system in the Evergreen Line stations must be adjusted for minimum noise levels and be strategically located so as to minimize noise impacts on the adjacent community.</p>	Operation	Province	N/A
114.	<p>The Proponent must require that the guideway track be regularly maintained by the Operator, consistent with current SkyTrain practice, such that operating noise levels are within established guidelines. This requirement must be described in the Operations EMP.</p>	Operation	Province	N/A
115.	<p>Vibration monitoring must be carried out at sites at which moderate and high vibration-related impacts have been predicted in the EAC Application, and at any locations where vibrations-related complaints arise within the first year post-construction, to confirm that vibration levels are below the criteria limits. This requirement must be described in the Operations EMP.</p>	Operation	Province	N/A

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
116.	The Proponent must seek input from, or require the Contractor to seek input from, the City of Port Moody, the City of Coquitlam and the City of Burnaby and affected stakeholders to identify and <u>implement mutually acceptable mitigation measures to address noise impacts in accordance with the Noise and Vibration Management Plan.</u>	Construction and Operation	Primary Contractor/Province Note: Province responsible for agreeing mutually acceptable measures with the municipalities and stakeholders	Major
117.	<u>The Proponent must require the Contractor to construct permanent noise walls and guideway noise barriers near the south tunnel portal between Stations 516+340 and 516+800, and along Golden Spike Lane between Stations 520+740 and 521+040, as shown in the EAC Application, Volume III, Drawing Nos. EAA 2.0-02 and EAA 3.0-01, and Drawing Nos. EAA 4.0-06 and EAA 4.0-07, respectively.</u> In addition, unless otherwise permitted by the Proponent, the Contractor must provide guideway noise barriers just east of the Lougheed Town Centre Station between Stations 514+260 and 514+560, as shown in the EAC Application, Volume III, Drawing Nos. EAA 1.0-02 and EAA 1.0-03.	Pre-Construction and Construction	Primary Contractor/Province	Major
118.	During Project construction, the Proponent must implement or require that the Contractor implement noise attenuation measures at locations along the Evergreen Line where the potential for high noise levels during Project operation has been identified.	Construction	Primary Contractor	Major
119.	Post-construction noise monitoring, to be conducted following a period of system “break-in” (i.e., 1 to 2 months following commencement of revenue service but no longer than one year following service commencement), will be used to identify locations in which additional noise attenuation measures are warranted. The Proponent must conduct, or require that the Contractor conduct, this monitoring at all baseline noise monitoring stations that are still available and accessible at that time. In the event that a station is no longer available or accessible, the noise monitoring must be conducted at a representative location	Operation	Province	N/A

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	to be determined by the Acoustical Specialist.			
120.	Based on the results of post-construction noise monitoring, the Proponent must work with the Contractor and seek input from the affected municipality to identify and, where technically feasible, implement noise attenuation measures to address moderate and high noise levels associated with Project operation.	Operation	Province	N/A
121.	Based on information to be provided by the City of Burnaby regarding the proposed Transit-Oriented Development ^{vii} (TOD) at Gatineau Place, the Proponent commits to undertake additional analyses to evaluate potential operations-related noise and vibration impacts at this location. Should these analyses identify the potential for moderate or high noise and/or vibration levels at a TOD location, the Proponent further commits to the installation of appropriate mitigation measures, as deemed necessary and mutually agreed to with the affected municipality, during Project construction.	Pre-Construction and Construction	Province	N/A
122.	The Proponent must conduct, or require that the Contractor conduct, pre-condition building surveys, as it considers necessary, prior to construction to assist in the evaluation of vibrations-related impacts in the event of a damage claim. The Proponent must require the Contractor to conduct such surveys, at minimum, with respect to potentially affected heritage structures as well as other buildings identified in the EAC Application (Section 13, Tables 13.27, 13.28 and 13.29) as being potentially subject to moderate to high vibration-related effects during construction.	Pre-Construction	Primary Contractor	Major
123.	During Project design, the Proponent commits to meet with Evergreen Cultural Center staff and City of Coquitlam staff to discuss potential construction- and operations-related acoustic/vibration impacts on the Evergreen Cultural Center and, on the basis of these discussions, <u>implement mutually acceptable mitigation measures.</u>	Pre-Construction	Primary Contractor/Province Note: Province responsible for agreeing mutually acceptable measures	Moderate

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
Archaeology and Heritage				
124.	<p>The Proponent must retain, or require that the Contractor retain, a Qualified Archaeologist to prepare an Archaeological Monitoring Plan for review and consent by the Proponent in accordance with the Project Agreement prior to commencement of construction. The Project-compliant Plan must be implemented by the Contractor during construction. This Plan must describe protocols and procedures to be followed in the event that any archaeological or cultural heritage resources are found during construction, as required by the <i>Heritage Conservation Act</i>. Specifically, the Proponent commits that any archaeological or cultural heritage resources found during construction will be repositied within the University of B.C. Laboratory of Archaeology, if an agreement is in place with the UBC LoA to deal with such resources. If any cultural heritage resources are identified during construction, work at the site where the resources were found will halt until a Qualified Archaeologist examines the items and provides an update to the Proponent, Archaeology Branch and the First Nations. If any human remains are encountered during construction, all work at the site where the remains were found will halt until a Qualified Archaeologist or a physical anthropologist has made a determination as to whether the remains are archaeological. In the event that archaeological remains are confirmed, work will not proceed at the site until the Proponent, Archaeology Branch and First Nations have reached an agreement regarding next steps. In the event that archaeological remains are confirmed, work will only proceed at the site according to the process set out in the respective HCA permit, including any protocols for unexpected discoveries agreed to by the First Nations.</p>	<p>Pre- Construction and Construction</p>	<p>Primary Contractor</p>	<p>Major</p>

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
125.	The EAC Application identifies 3 sites with archaeological potential that could not be accessed during the archaeological field assessment due to the presence of pavement. The Archaeological Monitoring Plan, to be developed by the Proponent or the Contractor, must provide for on-site monitoring by a Qualified Archaeologist and First Nations under a <i>Heritage Conservation Act</i> (Section 12) permit during ground disturbing activities at these 3 sites (i.e., 641 Clarke Road in vicinity of mature spruce and cedar trees; former Andres Wine site in proximity to South Schoolhouse Creek and an unnamed creek on the Reichhold Chemical Ltd. property; unnamed creek at STA 522 & 780 and the Scott Creek – Hoy Creek locality (STA 523+210 to 523+440).	Construction	Primary Contractor	Major
126.	With respect to the identified heritage buildings located within the Project Alignment, the Proponent must continue to seek input from, or require that the Contractor seek input from the property owners and the City of Port Moody regarding building protection and/or relocation options. Taking into account mutually acceptable measures identified during these discussions, the Proponent will develop and implement, or require the Contractor to develop and implement, a plan to mitigate Project-related impacts to identified heritage buildings.	Pre-Construction and Construction	Primary Contractor	Moderate
127.	The Proponent must require that, prior to protection and/ or relocation, the Contractor address issues with respect to the physical disturbance and structural stability of the identified heritage buildings located in the immediate vicinity of the Project alignment (i.e., the Royal Bank Building and the Appleyard Residence).	Pre-Construction and Construction	Primary Contractor	Moderate
Electric and Magnetic Fields (EMF)				
128.	The Proponent must require that the Project Agreement contain provisions to control and monitor stray currents and Electromagnetic Interference (EMI) in advance of commencement of operations.	Pre-Operation	Province	N/A
129.	In the event that a radio interference complaint is received during operations that can be traced to EMF, the Proponent must require that the Operator resolves the complaint with	Operation	Province	N/A

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	the assistance of Industry Canada.			
Human Health				
130.	The Proponent must require that the Contractor minimize any public and worker health issues identified in the EAC Application that may be associated with the Project by developing and implementing a Health and Safety Management Plan.	Pre-Construction, Construction and Operation	Primary Contractor	Major
131.	The Proponent must require that the Contractor's Health and Safety Management Plan provide for construction monitoring of site-specific noise and vibration levels, and dust emissions, for the purpose of identifying potential human health effects.	Construction	Primary Contractor	Major
132.	The Proponent must require that the Contractor's workforce be appropriately trained and equipped with respect to the handling and use of any hazardous and/or deleterious materials that may be used during construction (e.g., raw concrete, concrete leachate, oil and grease).	Construction	Primary Contractor	Major
133.	Prior to construction, the Proponent must determine whether the five wells that are known to be located in proximity to the Project alignment, as identified in the EAC Application, are active. Should these or any other active wells be identified that could be affected by works involved in Project construction, the Proponent must advise, or require that the Contractor advise, the well owners in advance of the works regarding the implementation of mitigation measures to protect water quality.	Pre-Construction and Construction	Primary Contractor	Major
134.	The Proponent must properly close, or require that the Contractor properly close, any abandoned groundwater wells encountered during construction according to the Groundwater Protection Regulation and must retain a qualified well driller or Hydrogeologist (P. Geo. or P. Eng.) to conduct or supervise this work.	Construction	Primary Contractor	Major
135.	Should the public health concerns identified in the EAC Application be identified during the course of Evergreen Line operation, the Operator must investigate and respond to these concerns in an effective and timely manner, to the satisfaction of the Proponent.	Operation	Province	N/A

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Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
Disposal at Sea				
136.	As indicated in the EAC Application, the Contractor may identify ocean disposal as the preferred option for tunnel spoils disposal. Should this be the case, the Proponent must obtain, or require that the Contractor obtain, required regulatory approvals pursuant to the Disposal at Sea Regulations under the <i>Canadian Environmental Protection Act (1999)</i> .	Pre-Construction and Construction	Primary Contractor	Severe
137.	The Proponent must require that, where mandated by EC Disposal at Sea Program staff, the Contractor arrange for Disposal at Sea Program staff to be on site during sampling of any material proposed for disposal at sea. The Contractor must provide the results of chemical analyses to the Program. If, based on consultation with the Regional Disposal Advisory Committee, Program staff determine that the spoil materials are acceptable for ocean disposal, the Contractor may apply for a Disposal at Sea Permit.	Pre-Construction and Construction	Primary Contractor	Moderate
138.	In conjunction with the Disposal at Sea Permit process, the Proponent must obtain, or require that the Contractor obtain, prior Environment Canada approval regarding the use of any additive to be used during tunnel boring.	Construction	Primary Contractor	Severe
139.	The Proponent must require that the Contractor consult with applicable regulatory authorities and jurisdictions (i.e., municipal governments, Port Metro Vancouver, the Canadian Coast Guard) through which the tunnel spoils are to be transported with regard to mitigation of potential community and traffic-related effects, including proposed truck routing, timing of truck movements, barge and tug movements and other traffic control measures. Mitigation measures identified and mutually agreed to during these consultations must be described in the Contractor's Traffic Management Plan.	Pre-Construction and Construction	Primary Contractor	Major
140.	Should the Contractor identify Disposal at Sea as a preferred option for disposal of tunnel spoils, during the permitting process, the Proponent must consult with any First Nations which claim territory in the area in which the tunnel spoils would be transported and/or disposed.	Pre-Construction and Construction	Province	N/A

Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
Accidents and Malfunctions				
141.	The Proponent must require that the Project be designed, constructed and operated in a manner that avoids or minimizes the potential for accidents and malfunctions.	Pre-Construction, Construction and Operation	Primary Contractor	Major
Effects of the Environment on the Project				
142.	The Proponent must require that the Project be designed, constructed and operated in a manner that addresses the potential adverse effects of the environment on the Project. The design must incorporate Project-specific seismic and fire life safety standards, including portions of the following, as appropriate: the BC Building Code and NFPA 130: Standard for Fixed Guideway Transit and Passenger Rail Systems, Canadian Highway Bridge Design Code, and other relevant codes and standards.	Pre-Construction, Construction and Operation	Primary Contractor	Major
143.	The Proponent must prepare and implement, or depending on the Project stage, require the Contractor or Operator to prepare and implement a Spill Prevention and Emergency Response Plan, and a separate Emergency Response Plan in accordance with WorkSafe BC requirements. Depending on the Project stage to which they apply, these Plans must address all applicable safety measures related to construction or operation of elevated guideway sections and the tunnel section.	Pre-Construction, Construction and Operation	Primary Contractor	Major
144.	The Proponent must confirm with the Operator that the Snow Management Plan developed and implemented by the Operator for the existing SkyTrain system will be implemented during Project operation when the predicted snow accumulation is 5 cm or greater.	Operation	Province	N/A
145.	The Proponent must require that the Project alignment avoid unstable terrain that could fail due to saturated soil conditions, wherever possible. Otherwise, in areas associated with moderate to high risk of terrain instability, incorporation of slope stabilization measures, including use of fill materials, must be employed.	Pre-Construction and Construction	Primary Contractor	Major

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Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
146.	The Proponent must require that all Project components be designed to withstand maximum wind conditions in the Project area, including, at minimum, a 1 in 100 year wind storm.	Pre-Construction	Province	N/A
147.	The Proponent must require that Project components are designed to accommodate the maximum degree of expansion and contraction that could occur due to temperature extremes in the Project area.	Pre-Construction	Primary Contractor	Major
148.	The Proponent must require that Project structural components (e.g., guideway, columns) be designed to withstand, at minimum, a 1 in 200 year flood event.	Pre-Construction	Province	N/A
Consultation with First Nations and the Public				
149.	The Proponent commits to negotiate in good faith with the First Nations towards a Benefits Agreement.	Pre-Construction and Construction	Province	N/A
150.	The Proponent commits to consult with First Nations regarding the incorporation of Coast Salish art and culture into the Project.	Pre-Construction and Construction	Province	N/A
151.	The Proponent must involve the local community, other stakeholders and First Nations in an open and interactive consultation process.	Pre-Construction and Construction	Province	N/A
152.	Post-certification, the Proponent must continue to consult with First Nations during implementation of the Project. This consultation must include: <ul style="list-style-type: none"> Informing First Nations of the outcome of the Application Review, including 	Pre-Construction and	Province	N/A

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Ref.	Table of Commitments	Timing	Delivered by	Performance Mechanism Index
	<p>requirements of the EAC and related commitments and assurances;</p> <ul style="list-style-type: none"> • Providing opportunities for First Nations to ask questions and have their concerns addressed via email, phone calls or in meetings; and • Providing updates on construction activities. 	Construction		
153.	Post-certification, and prior to commencing construction, the Proponent must provide the BCEAO with an update report regarding the results of ongoing discussions with the First Nations.	Pre-Construction	Province	N/A
154.	During final design and construction, the Proponent must conduct information sessions, or require that the Contractor conduct information sessions, to provide information on construction progress, construction schedule, and upcoming milestones.	Pre-Construction and Construction	Primary Contractor	Major
155.	The Proponent must continue to update and make available, or require that the Contractor update and make available, media information materials, as part of the Proponent's public information commitment.	Pre-Construction and Construction	Primary Contractor	Moderate
156.	The Proponent must implement, or require that the Contractor implement, a complaint tracking and response mechanism prior to commencement of construction.	Pre-Construction	Primary Contractor	Major
157.	The Proponent must establish a Business Liaison Committee or Committees as a forum for addressing business community concerns.	Pre-Construction and Construction	Province	N/A

Abbreviations and Acronyms

Application	Environmental Assessment Application	MoE	Ministry of Environment
BMP	Best Management Practices	MoT	Ministry of Transportation and Infrastructure
CWS	Canadian Wildlife Service of Environment Canada	PM	Particulate Matter

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- i The Contractor will be selected through a competitively run procurement process.
 - ii Pre-construction is any period of activity that precedes a specific construction work package, whether or not that work package is at the start, middle or end of the overall program of Project construction.
 - iii “Seek input” is defined as “communicate verbally or in writing, and/or meet to discuss.”
 - iv See EAC Application, Section 22.
 - v The term “Operator” wherever it appears in this Environmental Assessment Certificate means the person or organization, or subsidiary thereof, to which this Environmental Assessment Certificate is disposed of in accordance with its terms.
 - vi As per the Arboricultural Assessment, the following criteria are used to define “significant” trees: landscape trees that are at least 20 cm diameter at breast height (dbh); all street trees; and trees, generally at least 30 cm dbh, that form the primary canopy of forest stands.
 - vii For the purposes of this document, a transit-oriented development (TOD) is defined as a mixed use residential/commercial development located in the immediate proximity of a Project station.

**APPENDIX C
FEDERAL EXCLUSION DOCUMENTS**

[Attached]