

SOUTH FRASER PERIMETER ROAD PROJECT

**SCHEDULE 5
OMR AND END OF TERM**

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PART 1
GENERAL PROVISIONS

1.1 Responsibility for Operation, Maintenance and Rehabilitation

Throughout the Term, the Concessionaire shall carry out the Operation, the Maintenance and the Rehabilitation in accordance with the terms of this Agreement and in such a manner as to comply with and ensure satisfaction with the OMR Requirements and all other applicable Project Requirements.

1.2 Scope of Operation, Maintenance and Rehabilitation

- (a) Table 1.2 sets out a summary list of activities comprising the Operation, the Maintenance and the Rehabilitation with reference to the relevant technical requirements, period of service and geographical area.

Table 1.2: Scope of Operation, Maintenance, Rehabilitation				
Activity	Appendix	Section	Period Applies	Geographic Area
OPERATION & MAINTENANCE				
Key Performance Measures	A	3	P2	G1
Documentation Requirements	A	4	P2	G1
Operational Communications	A	5	P2	G1
Surface Maintenance	A	6	P1	G1
Drainage Maintenance	A	7	P1	G1
Winter Operation and Maintenance	A	8	P1	G1
Roadside Operation and Maintenance	A	9	P1	G1
Traffic Operation and Maintenance	A	10	P1	G1
Bridge and Structure Maintenance	A	11	P1	G1
Emergency Operation and Maintenance	A	12	P2	G1
Inspection	A	13	P2	G1
Operational Vehicle Standards	A	14	P2	G1
Seismic Instrumentation	A	15	P2	G1
Safety Management	A	16	P2	G1
ASSET PRESERVATION/ REHABILITATION				
Outcome Objectives	B	3	P2	G1
Documentation Requirements	B	4	P2	G1
Asset Preservation Performance Measures		5	P2	
Highway Running Surfaces	B	6	P2	G1
Structures	B	7	P2	G1
Minor Assets	B	8	P2	G1
END OF TERM				
Determination of Remaining Service Life	C	2	P2	G1
Highway Running Surfaces	C	3	P2	G1
Structures	C	4	P2	G1
Drainage and Debris Control Structures	C	5	P2	G1
Pedestrian and Cycling Facilities	C	6	P2	G1

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Activity	Appendix	Section	Period Applies	Geographic Area
Electrical Assets	C	7	P2	G1
Minor Assets	C	8	P2	G1
Special Facilities	C	9	P2	G1
Asset Inventory and Condition Study	C	10	P2	G1
Seismic Monitoring System	C	11	P2	G1

Notes:

P1 Full Term

P2 Following the Eastern Segment Substantial Completion Date for the Eastern Segment, and the Western Segment Substantial Completion Date for the Western Segment

G1 Concession Highway

- (b) The western and eastern geographical boundaries within which the Concessionaire shall carry out the Operation, the Maintenance and the Rehabilitation are as follows:
- (i) the western boundary at the SFPR/Highway 17 connection is as follows:
- (A) on the existing Highway 17, 10m north of the existing 28 Avenue centreline; and
- (B) on Deltaport Way, east of the existing Highway 17 centreline; and
- (ii) the eastern boundary is directly west of the future intersection with SFPR/104 Avenue (the Fraser Heights Connector).
- (c) The general principles for establishing the geographical boundaries within which the Concessionaire shall carry out the Operation, the Maintenance and the Rehabilitation are as follows:
- (i) the boundaries at intersections, interchanges, ramps and auxiliary lanes will be defined using the existing Ministry Jurisdictional Atlas as a basis for such definition;
- (ii) all entrance/exit ramps and CD roads constructed by the Concessionaire will be the responsibility of the Concessionaire;
- (iii) boundaries on the Highway Running Surfaces will commence at the start of the first physical island and will end at the termination of the physical island;
- (iv) all Structures (but not the roadway surfaces on such Structures in the circumstances set out in Section 1.2(c)(v)) which physically support the Concession Highway or upon which the function of the Concession Highway is dependent (including components or interchanges) will be the responsibility of the Concessionaire, except that the following Structures will not be the responsibility of the Concessionaire:

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Structure Name	MoT Bridge Information GIS Structure Name/Number
Highway 17/BCRC Overhead	Tsawwassen O/H /2452
Alex Fraser Bridge	Alex Fraser S Appro/27535
Southern Railway Trestle	8355
Skytrain Bridge	8354
Patullo Bridge	0933
New Port Mann Bridge	1614
Old Port Mann Bridge	Port Mann/1614 B

- (v) roadway surfaces with no direct connection to the SFPR mainline will not be the responsibility of the Concessionaire.
- (d) For greater certainty, the following describe specific geographic areas within which the Concessionaire shall carry out the Operation, the Maintenance and the Rehabilitation:
 - (i) the new ramp connection from the Vancouver Landfill to Highway 99 northbound;
 - (ii) the Tilbury connector, if included in the Design and Construction; and
 - (iii) the New Infrastructure connecting existing River Road to the SFPR/Sunbury connection and the New Infrastructure connecting Nordel Way to the SFPR/Sunbury connection.

1.3 Highway Classification

For the purposes of the OMR Requirements, but subject to Section 1.8, the following classifications apply for the Concession Highway, including all interchanges, Ramps and auxiliary lanes included within the Concession Highway:

- (a) Summer – Class 1; and
- (b) Winter – Class A.

1.4 OMR Performance Measure System Framework

The performance measures for the Operation, the Maintenance and the Rehabilitation are generally structured into three levels of delivery, described as follows:

- (a) Objectives (“**Objectives**”) provide a general description of the required outcome and high-level goals for each service area of Concessionaire delivery.
- (b) Key performance measures (“**Key Performance Measures**” or “**KPMs**”) are the principal Performance Measures representing the principal outcomes in each service area of Concessionaire delivery, and are reported monthly.

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- (c) Performance measures (“**Performance Measures**” or “**PMs**”) are the minimum performance criteria, set out in auditable outputs, that clearly define the required service level for each service areas of Concessionaire delivery, and consist of the following:
- (i) Operational performance measures (“**Operational Performance Measures**” or “**OPMs**”) that define the minimum performance criteria for individual assets and corridor management requirements reflecting the expectations of users of the Concession Highway about the day-to-day serviceability in terms of condition and response times, as specified in Appendix A [Operation and Maintenance Specification] to this Schedule. The OPMs are classified into Condition Measures and Response Measures.
 - (ii) Asset preservation performance measures (“**Asset Preservation Performance Measures**” or “**APPMs**”) that define the minimum asset preservation criteria for network assets, individual assets and asset components to achieve the desired levels of service and to limit the extent of asset consumption, as specified in Appendix B [Asset Preservation Specification] to this Schedule.

The APPMs apply for the Eastern Segment following the Eastern Segment Substantial Completion Date and for the Western Segment following the Western Segment Substantial Completion Date, and in each case thereafter for the balance of the Term, except that:

- (A) only those assets on the Concession Highway are to be included in the APPMs; and
- (B) in the event of the occurrence of any Construction Activities in an Active Construction Zone within the Concession Highway following the Substantial Completion Date, then the APPMs apply in respect of such Active Construction Zone only from and after the Substantial Completion of the Relevant Components in respect of such Construction Activities.

1.5 Utilities

The provisions set out in Article 5 [Utilities] of Part 1 of Schedule 4 shall apply, as applicable, in respect of the Concessionaire’s performance of the Operation, Maintenance and Rehabilitation.

1.6 Restrictions on Lane Closures during Special Events

Following the Eastern Segment Substantial Completion Date for lane closures within the Eastern Segment, and following the Western Segment Substantial Completion Date for lane closures within the Western Segment, the Concessionaire shall comply with the restrictions on lane closures for the Statutory Holidays and other Special Events set out in Section 1.6 [Special Events] of Part 4 of Schedule 4.

1.7 Maintenance Standards in Active Construction Zones

Except to the extent that the Concessionaire establishes that the physical disturbance from any Construction Activities or Active Construction Zone prevents the delivery of a specific element of the

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Maintenance, the Concessionaire shall comply with all of the OMR Requirements, including all applicable Performance Measures, in carrying out Maintenance in any Active Construction Zone.

1.8 Operation, Maintenance and Repair of Original Infrastructure

The Concessionaire shall operate, maintain and repair, in accordance with the requirements set out in Appendix A [Operation and Maintenance Requirements] to this Schedule, all Original Concession Infrastructure, Original Other Highway Infrastructure and Original Municipal Infrastructure (and as such Original Concession Infrastructure, Original Other Highway Infrastructure and Original Municipal Infrastructure may be altered, upgraded and augmented by the carrying out of the Project Work) that is to remain open to the public from and after the applicable Handover Date until:

- (a) in the case of such Original Concession Infrastructure within the Eastern Segment, the Eastern Segment Substantial Completion Date;
- (b) in the case of such Original Concession Infrastructure within the Western Segment, the Western Segment Substantial Completion Date; and
- (c) in the case of such Original Other Highway Infrastructure and Original Municipal Infrastructure, the Total Completion Date,

all in accordance with the appropriate Classification applicable to each such element of the Original Infrastructure, Original Other Highway Infrastructure and Original Municipal Infrastructure.

1.9 Extraordinary Traffic

- (a) The Concessionaire shall be responsible at its expense for liaising with the Police and other relevant persons regarding any Extraordinary Traffic and for managing any Extraordinary Traffic. Except as set forth in Section 1.9(c) of this Schedule, the Province and the Province shall have no liability or obligation to the Concessionaire with respect to any Extraordinary Traffic on the Concession Highway.
- (b) The Concessionaire shall from time to time provide the Province's Representative with its reasonable estimate of any damage to the Concession Highway or expense that may be caused by any Extraordinary Traffic on the Concession Highway for the Province's consideration in determining the amount of any compensation that should be paid by the person responsible for such Extraordinary Traffic.
- (c) The Province shall pay to the Concessionaire within 30 days of receipt by the Province of any compensation received from any person responsible for any Extraordinary Traffic on the Concession Highway an amount equal to the amount of compensation received by the Province net of the amount of any administrative costs incurred by the Province in connection with the assessment and collection of such compensation.
- (d) The Concessionaire's indemnity set out in Section 9.1(e) shall apply in respect of any Claim or Direct Loss arising directly or indirectly as a result of any Extraordinary Traffic on the Concession Highway, except to the extent compensation in respect of such Extraordinary Traffic is received by the Province and paid to the Concessionaire pursuant to Section 1.9(c) of this Schedule.

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1.10 Availability of Operations Director or Substitute

The Concessionaire shall ensure that:

- (a) the Operations Director; or
- (b) in the case of any temporary absence or unavailability of the Operations Director, one or more suitable substitutes, each with the qualifications and authority to act in the place and stead of the Operations Director during such absence or unavailability,

is at all times during the Term available by telephone, email, facsimile transmission or other appropriate means of communication, 24 hours, seven days a week to respond on behalf of the Concessionaire and its applicable Principal Contractors to any matters relating to the Operation, the Maintenance or the Rehabilitation.

**PART 2
CONSTRUCTION ACTIVITIES DURING OPERATIONS**

2.1 Application of Design and Certification Procedure to Construction Activities

The Design and Certification Procedure will apply, *mutatis mutandis*, to any Construction Activities included within the Project Work and carried out by the Concessionaire in respect of the Eastern Segment following the Eastern Segment Substantial Completion Date, and in respect of the Western Segment following the Western Segment Substantial Completion Date.

2.2 Traffic Management in Active Construction Zones

In the event of the occurrence of an Active Construction Zone within the Project Site at any time in respect of the Eastern Segment following the Eastern Segment Substantial Completion Date, and in respect of the Western Segment following the Western Segment Substantial Completion Date, the Concessionaire shall carry out Traffic Management:

- (a) within such Active Construction Zone:
 - (i) in accordance with a Traffic Management Plan prepared and implemented in accordance with Article 7 [Traffic Management Plan] and Article 8 [Responsibilities for Traffic Management Plan] of Part 4 of Schedule 4; and
 - (ii) generally in accordance with the Traffic Management requirements set out in Article 1 [General Traffic Management Requirements] and Article 6 [Concession Highway] of Part 4 of Schedule 4, as applicable *mutatis mutandis* given that there will be no Restricted Periods for the Eastern Segment following the Eastern Segment Substantial Completion Date and for the Western Segment following the Western Segment Substantial Completion Date; and
- (b) throughout the rest of the Project Site in accordance with the OMR Requirements, including Section 1.6 [Restrictions on Lane Closures during Special Events] of this Schedule.

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2.3 Occupational Health and Safety Requirements for Active Construction Zones

In the event of the occurrence of an Active Construction Zone within the Project Site at any time in respect of the Eastern Segment following the Eastern Segment Substantial Completion Date, and in respect of the Western Segment following the Western Segment Substantial Completion Date, the Concessionaire shall comply with all Health and Safety Laws applicable to the Construction Activities taking place in such Active Construction Zone, including the requirements specifically set out in Section 4.15(b).

**PART 3
END OF TERM**

3.1 Condition of Concession Infrastructure

The Concessionaire, at its expense, shall ensure that upon the Expiry Date each element of the Concession Infrastructure will:

- (a) comply in all respects with the applicable requirements set out in Appendix C [End of Term Specification] to this Schedule; and
- (b) otherwise be in the condition in which it is required to be maintained in accordance with the provisions of the Project Requirements and the other provisions of this Agreement.

3.2 Structural Inspection Certificates

At the end of the Term, the Concessionaire shall cause the Bridge Structural Engineer to issue a structure inspection certificate for each Structure contained within the Concession Infrastructure in accordance with Section 4.9 [Structure Inspections] of Appendix C to this Schedule. Any required outstanding work or safety issues identified by such inspections shall be completed or rectified, as the case may be, by the Concessionaire prior to the Expiry Date.