

**PROJECT PARTNERING AGREEMENT
FOR THE HARRIS ROAD UNDERPASS PROJECT**

THIS AGREEMENT is dated for reference the 14th day of December, 2021

AMONG:

CITY OF PITT MEADOWS, with a place of business at 12007 Harris Road, Pitt Meadows, British Columbia V3Y 2B5 ("City")

AND:

CANADIAN PACIFIC RAILWAY COMPANY, a company incorporated under the laws of Canada and having a head office at 7550 Ogden Dale Road S.E., Calgary, Alberta T2C 4X9 ("CPR")

AND:

VANCOUVER FRASER PORT AUTHORITY, a corporation established pursuant to the Canada Marine Act, with a place of business at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia V6C 3T4 ("VFPA")

RECITALS:

- A. VFPA entered into an agreement dated April 23, 2018 with Her Majesty the Queen in Right of Canada for funding of the VFPA Delivery Components and the CPR Delivery Component as known as the Pitt Meadows Road and Rail Improvements Project (as defined below);
- B. The parties entered into a Memorandum of Understanding, executed on August 8, 2019, in relation to a series of road and rail projects which set out the terms upon which the parties would negotiate the funding and delivery of each specific project, including a project known as the "Harris Road Underpass Project";
- C. The Harris Road Underpass Project will accommodate trade growth and have benefits that include improved public safety, improved emergency response, more reliable commute times, removal of crossing gate bells, reduced congestion, reduced greenhouse gas emissions and increased job opportunities;
- D. On August 31, 2019, VFPA and CPR entered into a funding agreement that sets out the terms for the funding and delivery of the VFPA Delivery Components; and
- E. The parties wish to enter into this agreement to set out the rights and obligations of the parties with respect to the design and other planning activities prior to construction commencing for the Harris Road Underpass Project. For greater certainty, nothing contained within this agreement shall constitute the City granting its consent to proceed with the Kennedy Road Overpass Project, as part of the VFPA Delivery Components or otherwise. VFPA does not have jurisdiction over City-owned lands and as such does not have the ability to enter into construction for the Kennedy Road Overpass Project without the express approval of the City.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants herein contained and good and valuable consideration provided by each party to the other, the receipt and sufficiency of which are hereby respectively acknowledged, the parties agree as follows:

1.0 INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, capitalized terms in this agreement will have the following meanings:

"Access Protocols" means the access, safety and security protocol for CPR's property as described in Schedule D;

"Acoustical Engineers" has the meaning given in Section 5.3;

"Approval Matrix" means the approval matrix for the Harris Road Underpass Project attached as Schedule A;

"Asset" means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of the Federal Funding Agreement;

"Asset Disposal Period" means the period commencing from the date that this agreement is fully executed and ending 25 years after the Project Completion Date;

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in British Columbia;

"Canada" means Her Majesty the Queen in Right of Canada as represented by the Minister of Transport;

"City Discretionary Noise Scope" has the meaning given in Section 5.3(a);

"Confidential Information" has the meaning given in Section 15.1;

"Construction Agreement" has the meaning given in Section 9.1;

"CPR Delivery Component" means the Project component described in Section 5.2;

"Design Build Agreement" means the design build agreement that will be entered into between the VFPA and the Design Build Contractor for the construction of the Harris Road Underpass Project;

"Design Build Contractor" means the contractor selected by VFPA to perform the services under the Pre-Construction Services Contract, and subject to the execution of a Construction Agreement following a positive Final Investment Decision, will continue to deliver the requirements under the Design Build Agreement

"Design Reviewer" means, as applicable, any one or more of the parties or their contractors, the Project Committee or Project Committee Members that reviews a design submittal in accordance with this agreement, including the Approval Matrix;

"Existing Noise Levels" has the meaning given in Section 5.3;

"Federal Funding Agreement" means the agreement referred to in Recital A;

"Final Investment Decision" means the investment decision for the Harris Road Underpass Project as authorized and directed by the VFPA Board of Directors, acting in its sole discretion, based upon approved documents from the Steering Committee as set out in the Project Execution Plan;

"Harris Road Underpass Project" or "Project" means the project referred to in Recital B and further described in section 5.1;

"Kennedy Road Overpass Project" means a proposed project, currently under development, which proposes a new two-lane overpass crossing the CPR mainline at the entrance of the CPR Vancouver Intermodal Facility; located immediately east of, and in replacement of the existing at-grade rail crossing at Kennedy Road;

"Land Acquisition Plan" means a strategy developed and implemented in accordance with Section 6.9(d) to acquire and transfer (as applicable) lands and interests identified in Schedule C for the Harris Road Underpass Project;

"Laws" mean all valid laws applicable to the Project, including common law, federal, provincial and municipal statutes, by-laws and other local laws, order, rules, regulations, approvals, orders and policies of any governmental authority having jurisdiction over the parties or the Project, and all applicable labour, health and safety, environmental and human rights legislation;

"Members" means the members of the Project Committee as designated pursuant to Section 2.2 and "Member" means either one of the Members as the context requires;

"MOU" means the Memorandum of Understanding referred to in Recital B;

"Pre-Construction Services Contract" means the agreement that will be entered into between the VFPA and the Design Build Contractor to develop the preliminary design of the Harris Road Underpass Project and progress such preliminary design to a point that can support a Final Investment Decision;

"Pitt Meadows Road and Rail Improvements Project" means the CPR Delivery Component and the VFPA Delivery Components;

"Project Committee" has the meaning given in Section 2.1;

"Project Completion Date" means the completion date set out in the project schedule forming part of the Project Execution Plan, as amended from time to time in accordance with this agreement;

"Project Execution Plan" means the project execution plan generally described in Schedule G for the Harris Road Underpass Project, as amended from time to time in accordance with this agreement;

"Railway Operations" means the operations, business and undertaking of CPR, including in respect of or in furtherance of trains, locomotives, railcars, railway machinery, vehicles, equipment of every nature over the CPR network of railway lines, as well as the operation of switches, signals, fibre optic, signal and communications

systems (including conduits, cables, fibres, towers, associated equipment and facilities);

"Roadway" means the portion of the highway that is designed, improved, or ordinarily used for vehicular traffic and where a highway includes two or more separate roadways the term "roadway" refers to any one roadway separately and not to all of the roadways collectively;

"Roadway Operations" means the operations, business and undertaking of the City as a municipal road authority, in providing roadway access for vehicles, cyclists, pedestrians and other municipal road users, as well as the operation of typical roadway-related infrastructure of a roadway authority (including traffic signals, road signs, drainage and municipal or third party utilities);

"Steering Committee" has the meaning given in Section 3.1;

"TAC" means Transportation Association of Canada Design Guidelines;

"Tracking Sheet" means a consolidated comment resolution tracking sheet developed for the Harris Road Underpass Project to track all comments received from Design Reviewers and resolutions;

"VFPA-CP Funding Agreement" means the agreement referred to in Recital D;

"VFPA Delivery Components" means the Harris Road Underpass Project and the Kennedy Road Overpass Project; and

"Warranted Noise Scope" has the meaning given in Section 5.3.

1.2 Schedules

The following schedules are attached to and form part of this agreement:

- Schedule A Approval Matrix
- Schedule B Project Budget and Anticipated Cost Breakdown
- Schedule C Impacted Lands, Acquisition and Transfer Plans
- Schedule D CPR Access, Safety and Security Protocols
- Schedule E Communications Protocol
- Schedule F Indicative Concepts and Renderings
- Schedule G Proposed Project Execution Plan Content

1.3 Interpretation

Unless the context otherwise requires, the following will apply to the interpretation of this agreement:

- (a) references to "parties" in this agreement means the parties to this agreement and references to a "party" means one of the parties to this agreement;

- (b) headings are for convenience and reference only and will not affect the interpretation of this agreement;
- (c) references to a Section, subsection or Schedule will be construed as references to a Section, subsection or Schedule to this agreement;
- (d) any notice or communication required or permitted to be given under this agreement will be in writing;
- (e) words importing the singular include the plural, and *vice versa*;
- (f) words importing gender include all genders;
- (g) where a reference is made to a "day", "week", "month" or "year", the reference is to the calendar period;
- (h) in the calculation of time, the first day will be excluded and the last day will be included;
- (i) whenever a payment to be made or action to be taken under this agreement is required to be made or taken on a day which is not a Business Day then such payment will be made or action taken on the next succeeding Business Day;
- (j) the words in this agreement will bear their natural or defined meaning;
- (k) the word "including" or "includes" is deemed to be followed by "without limitation";
- (l) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations and in force from time to time, and any statute or regulation that may be passed which has the effect of amending, supplementing or superseding the statute referred to or such statute's corresponding regulations; and
- (m) because the parties have each had full opportunity to obtain independent legal advice, any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this agreement.

1.4 VFPA as Governmental Authority

To the extent that VFPA as a governmental authority has any jurisdiction over any aspect of the performance of this agreement or the Harris Road Underpass Project, including VFPA's authority as a permitting authority under applicable Laws, nothing in this agreement will be interpreted in any way as amending, reducing or otherwise altering VFPA's governmental authority.

1.5 The City as Governmental Authority

To the extent that the City as a governmental authority has any jurisdiction over any aspect of the performance of this agreement or the Harris Road Underpass Project, including the City's authority as a permitting authority under applicable Laws, nothing in this agreement

will be interpreted in any way as amending, reducing or otherwise altering the City's governmental authority.

1.6 No Attornment

Notwithstanding anything to the contrary in this agreement, the parties agree that nothing in this agreement will be construed by the City as an attornment by CPR or VFPA to be bound by any provincial or municipal laws or regulations to which each is not bound by virtue of the doctrine of interjurisdictional immunity or otherwise. Further, any application by VFPA or VFPA's contractor for any regulatory permits, approvals or licences is without prejudice to potential non-application of provincial or municipal laws or regulations in connection with the Harris Road Underpass Project or aspects of the Harris Road Underpass Project, and all rights are reserved in that regard.

1.7 Funding Agreements

- (a) The parties acknowledge that VFPA is subject to the Federal Funding Agreement, and CPR and VFPA are subject to the VFPA-CP Funding Agreement, and that these agreements continue to apply to the delivery of the VFPA Delivery Components, which includes the Harris Road Underpass Project. The City acknowledges that these funding agreements are confidential to VFPA and CPR, and that the City will not be provided copies thereof.
- (b) VFPA and CPR agree that this agreement is not intended to limit or alter the requirements of, or otherwise be inconsistent with, the Federal Funding Agreement and the VFPA-CP Funding Agreement. Accordingly, upon VFPA or CPR becoming aware of a conflict between this agreement and such funding agreements, such party shall disclose the conflict to the other immediately for resolution and clarification. Notwithstanding the foregoing, as between VFPA and CPR, in the event of any such conflict, the requirements of the VFPA-CP Funding Agreement, the Federal Funding Agreement shall prevail.
- (c) The City has been advised by the VFPA and CPR that the Federal Funding Agreement requires the successful delivery of the VFPA Delivery Components and the CPR Delivery Component.

1.8 VFPA as Delivery Agent

- (a) The parties acknowledge and agree that VFPA is the delivery agent ultimately responsible to Canada for the timely delivery of the VFPA Delivery Components under the Federal Funding Agreement. Accordingly, notwithstanding anything to the contrary in this agreement, and subject only to Section 1.8(b), VFPA may, in its sole discretion, and prior to the execution of the Design Build Agreement for the Harris Road Underpass Project, proceed with any stage of the Harris Road Underpass Project prior to obtaining the approval of the other parties as required by this agreement, including those items as set out in the Approval Matrix, as VFPA deems appropriate in its sole discretion (including in order for VFPA to meet the timeframes required by Canada).
- (b) If VFPA proceeds with a stage of the Harris Road Underpass Project pursuant to Section 1.8(a) then, to the extent any comments provided by the other parties in accordance with this agreement have not been resolved, such unresolved comments

will be deferred for resolution no later than the award of a Design Build Agreement for the Harris Road Underpass Project, it being understood that Section 1.8(a) will not apply to, and VFPA may not proceed with, the award of a Design Build Agreement for the Harris Road Underpass Project without obtaining the approval of all parties as required by this agreement.

- (c) For certainty, VFPA may not award a Design Build Agreement and proceed into the construction phase for the Harris Road Underpass Project or any other VFPA Delivery Component without the approval of CPR and the City.

1.9 Design Development and Project Affordability

- (a) With consideration that the anticipated cost for the Harris Road Underpass Project significantly exceeds the established Project budget, as more specifically detailed in Schedule B, and in consideration of limiting property impacts, the specified scope as outlined in Section 5.0 includes a number of value-engineering measures, including the superstructure deck width for the Harris Road underpass, removal of an elevated (bridge structure) pedestrian and cyclist connection from Advent Road to the eastern side of Harris Road, and the space allocation to active modes of transportation.
- (b) Accordingly, the parties agree to work together through design development to consider and, where in agreement, incorporate additional suitable value engineering and scope reduction opportunities to support delivery within the established Project budget set out in Schedule B. Examples of possible further value engineering and scope reduction opportunities may include but not be limited to keeping utilities in place rather than relocating into new grade separation structures, deferring non-essential Project scope for future implementation by others, refining road or structural layout and configuration, and increasing the extent of impact (that includes reduced operating speeds, additional short duration closures, and/or reducing detour requirements) to existing CPR Rail Operations and City Roadway Operations to allow for more efficient and affordable construction activities.

1.10 Management of the CPR Rail Corridor and the CPR Delivery Component

- (a) The parties acknowledge that this agreement is intended to describe and establish the rights and obligations of the parties with respect to the delivery of the Harris Road Underpass Project, and provide context and information for the CPR Delivery Component.
- (b) Notwithstanding anything to the contrary in this agreement, except for any approvals that would otherwise be required by Laws, execution of this Agreement does not obligate CPR to obtain the approval of the City or VFPA with respect to any aspect of the CPR Delivery Component or any other infrastructure proposed to be delivered discretely from the Harris Road Underpass Project and within the CPR rail right-of-way,

or day-to-day operations conducted within the CPR rail right-of-way, or within other CPR land holdings.

- (c) Without limiting CPR's express obligations in Sections 5.3, 5.5, 6.2 and 6.5, CPR's obligations to VFPA relative to the CPR Delivery Component are more fully described in the VFPA-CP Funding Agreement.
- (d) The parties acknowledge that as a Class 1, federally regulated railway with obligations for service provision and safety, CPR is governed by the Canada Transportation Act ("CTA") and the Railway Safety Act ("RSA")
- (e) For certainty, the parties acknowledge that in the event that the Harris Road Underpass Project is not delivered, CPR may elect, in compliance with applicable Laws, and subject to section 1.10(f) of this agreement, to proceed with the CPR Delivery Component or any other infrastructure investments within the CPR rail corridor or land holdings to meet the service provision and safety requirements referenced in 1.10(d).
- (f) For further certainty, the parties acknowledge and agree that notwithstanding any other provision of this agreement, nothing in this agreement,
 - a. affects, restricts or places any limit on the ability of any party to seek any remedy available to that party from any body or entity having jurisdiction to lawfully grant the remedy sought including, without limitation, pursuant to or under any of the CTA or the RSA, or
 - b. affects the jurisdiction of any such body, including but not limited to, the Canadian Transportation Agency (the "Agency") to receive, consider or adjudicate, as the case may be, any request by that party for such a remedy.

1.11 Construction staging and sequencing

- (a) Subject to Sections 6.3 and 6.4, the parties acknowledge that this agreement is not intended to limit or constrain construction methods, staging or sequencing and that additional design elements and land acquisition may be required on a temporary basis during construction. Acceptable construction methodologies, staging and sequencing will be established and agreed as part of the Construction Agreement.
- (b) The parties further acknowledge that construction of the Harris Road Underpass Project will be complex and its completion will not be possible without temporary impacts to both Railway Operations and Roadway Operations, which may include short duration closures to allow for safe and commercially viable construction methodologies.
- (c) The parties will identify and consider the potential schedule, cost and risk management benefits of various construction methodologies and resultant scenarios for temporary impacts to Roadway Operations and Railway Operations and will work collaboratively

to agree on acceptable levels of impacts to support the development of an affordable Project.

2.0 PROJECT COMMITTEE

2.1 Project Committee

The parties shall establish a committee to facilitate the implementation and management of this agreement ("Project Committee"). The parties shall ensure that the Project Committee meets and works cooperatively and collaboratively in accordance with Section 2.0.

2.2 Members

The Project Committee will be comprised of three Members:

- (a) one City Member (Manager, Major Projects);
- (b) one CPR Member (Manager, Industrial Development); and
- (c) one VFPA Member (Manager, Infrastructure Delivery).

A party may, by written notice to the other parties, appoint an alternate to serve in the place of its Member when such Member is unavailable for any reason to participate in any Project Committee meeting. The VFPA Member will be the chair of the Project Committee.

2.3 Function

- (a) The Project Committee will have the following functions:
 - (i) facilitate the implementation and management of this agreement as efficiently and expeditiously as possible;
 - (ii) facilitate effective communication between the parties including the provision of information and updates relating to this agreement and the Harris Road Underpass Project, including scope, schedule, financial, risk, procurement, environmental approval, and Indigenous consultation;
 - (iii) without limiting the generality of subsections (i) and (ii) above, provide technical inputs and perform all review, approval and other actions of the Project Committee that are set out in the Approval Matrix, within any applicable timeframes set out in the Approval Matrix;
 - (iv) create urban design subcommittee(s) pursuant to Section 4.2 and any other subcommittee (as required) for certain scope elements of the Harris Road Underpass Project that may include representation of other entities, such as utilities, which have an interest in such scope elements;
 - (v) further define the roles and responsibilities of the Project Committee;
 - (vi) finalizing the terms of the agreement(s) referred to in Sections 9.1 and 9.2;
 - (vii) resolving disputes in connection with this agreement that are referred to the Project Committee in accordance with Section 16.1; and

- (viii) attending to any other matters arising from this agreement that are referred to the Project Committee, as agreed to by the parties.
- (b) The Project Committee Members or their alternates shall:
 - (i) carry out the functions referred to in subsection (a) above;
 - (ii) identify decisions requiring other levels of review or approvals and refer such decisions to the appropriate person(s) as required;
 - (iii) use commercially reasonable efforts to reach decisions and to provide required information as efficiently, quickly and cost effectively as practical; and
 - (iv) disclose relevant information in a timely fashion to facilitate the foregoing.

2.4 Experts and Advisors

Members may invite experts or advisors to a meeting of the Project Committee as may reasonably be required for the meeting; provided that such Members:

- (a) ensures that the invitee is subject to the confidentiality obligations set out Section 15.0; and
- (b) gives the other Members a notice listing the invitees at least two Business Days prior to the respective Project Committee meeting.

No such invitee will be deemed a Member or have a vote on any matter of the Project Committee.

2.5 Meeting Frequency, Attendance and Location

The Project Committee will meet at a frequency of at least bi-weekly. Each Member shall endeavour to attend, or delegate an alternate attendee with full authority to speak for that Member in their place, all Project Committee meetings or request reschedule of meeting to the other parties no less than 48 hours in advance. The Project Committee will hold its meetings in such locations as the VFPA Member may designate by notice in writing; provided that such notice provides a conference call dial-in number for any Member who is not available to attend the meeting in person.

2.6 Decisions

All decisions of the Project Committee must be unanimous either by: the unanimity of each Member when all Members are present at a Project Committee meeting; or a written decision signed by all Members. If a unanimous decision cannot be reached, the decision will be submitted to the Steering Committee for resolution.

2.7 Minutes

The VFPA Member shall keep minutes of each Project Committee meeting and circulate the minutes to the other Members within 7 days of the applicable meeting.

2.8 Costs

Each party shall bear its own costs of participation in the Project Committee.

3.0 Steering Committee

3.1 Steering Committee

The parties shall establish a steering committee to provide senior supervision of this agreement ("Steering Committee"). The parties shall ensure that the Steering Committee meets and works cooperatively and collaboratively in accordance with Section 3.0. The Steering Committee will be comprised of three members:

- (a) one City member (Director, Engineering and Operations);
- (b) one CPR member (Director, Industrial Development);and
- (c) one VFPA member (Director, Infrastructure Delivery).

A party may, by written notice to the other parties, appoint an alternate to serve in the place of its member on the Steering Committee when such member is unavailable for any reason to participate in any Steering Committee meeting. The VFPA member will be the chair of the Steering Committee.

3.2 Functions and Meetings

The parties agree that:

- (a) The Steering Committee may be called upon to resolve a matter that could not be resolved by, or that was otherwise referred to it by, the Project Committee, or any other matter expressly directed to the Steering Committee by this agreement or which the parties agree should be considered by the Steering Committee;
- (b) a member of the Steering Committee may invite experts or advisors to a meeting of the Steering Committee as may reasonably be required for the meeting, provided that the inviting party ensures that the invitee is subject to the confidentiality obligations in Section 15.0;
- (c) the Steering Committee will meet at a frequency to be determined by the VFPA member, acting reasonably. Each member shall endeavour to attend all Steering Committee meetings. The Steering Committee will hold its meetings in such locations as the VFPA member may designate by notice in writing; provided that such notice provides a conference call dial-in number for a member who is not available to attend the meeting in person;
- (d) subject to Section 3.2(e) and the Approval Matrix, all decisions of the Steering Committee must be unanimous either by: the unanimity of all members present at a Steering Committee meeting; or a written decision signed by all members. For certainty, a unanimous decision will only require the unanimity of the parties expressly identified in the Approval Matrix as being involved in that decision. If a unanimous decision cannot be reached, the matter in dispute shall be resolved pursuant to Section 16.0. The parties agree that, in the event of a dispute, each party to the dispute will put forward a written list of exceptions to the decision for resolution. The parties agree that a resolution pursuant to Section 16.0 will mean that each party will agree to all components of the decision except for those exceptions provided. Items not included in the exceptions list, and failure for a party to supply an exception list, will be deemed as no exceptions taken to the decision;

- (e) if a party is not expressly identified in the Approval Matrix as being involved in a decision, but the Approval Matrix otherwise provides that such party may review and comment on the relevant matter or document, then that party may still provide comments with respect to the relevant matter or document to the other parties, and the other parties will take such comments into consideration, but shall nevertheless be entitled to proceed with such decision as they see fit and their decision once reached shall be deemed fully authorized by the Steering Committee for the purposes of this agreement;
- (f) if a party expressly identified in the Approval Matrix as being involved in a decision does not respond within the period prescribed by the Approval Matrix, that party shall be deemed to have authorized the decision reached by the other parties for the purposes of this agreement;
- (g) the VFPA Member shall keep minutes of each Steering Committee meeting and circulate the minutes to the other members within 7 days of the applicable meeting; and
- (h) each party shall bear its own costs of participation in the Steering Committee.

4.0 PUBLIC REALM, URBAN DESIGN AND SUSTAINABLE INFRASTRUCTURE

4.1 General

The parties recognize the importance of the public realm, urban design and sustainable infrastructure considerations for the Harris Road Underpass Project. Throughout the design process of the Harris Road Underpass Project, a range of public realm, urban design and sustainable infrastructure options will be explored to identify the benefits that these options may bring to enhance the local character. During the development of these options, consideration will be given to the financial implications of a particular option (construction and maintenance costs) as well as the extent of positive impact that option may have on the surrounding community.

4.2 Urban Design Subcommittee(s)

- (a) Development of the public realm, urban design and sustainable infrastructure options for the Harris Road Underpass Project will be coordinated through an urban design sub-committee, or sub-committees, of the Project Committee.
- (b) The urban design sub-committee, or sub-committees, will be comprised of two Members:
 - (i) one City Member (Manager, Major Projects); and
 - (ii) one VFPA Member (Manager, Infrastructure Delivery).

A party may, by written notice to the other applicable party, appoint an alternate to serve in the place of its Member when such Member is unavailable for any reason to participate in any urban design sub-committee meeting. The VFPA Member will be the chair of the urban design sub-committee.

- (c) The function of the urban design sub-committee is to develop the recommendations for how the Harris Road Underpass Project will incorporate public realm, urban design and sustainable infrastructure measures, with consideration of overall Project budget availability, and present these to the Project Committee for consideration and approval into the Project's scope.

5.0 PROJECT SCOPE

5.1 Harris Road Underpass Project

The scope of the Harris Road Underpass Project is generally described as a new four-lane road underpass crossing the CPR mainline, located immediately west of, and in replacement of the existing Harris Road at-grade rail crossing. Indicative concepts and renderings for this component are included in Schedule F, subject to change.

The following key design parameters for the permanent infrastructure have been agreed by the parties, subject to overall Project affordability:

- (a) The road will have a 100 year design service life and will be designed to accommodate four vehicle lanes (two lanes in each direction) and with dedicated space for pedestrians and cyclists as outlined in Section 5.1(c) and Section 5.1(d).
- (b) A maximum grade of 5% for pedestrians and cyclists and 9% for vehicles, which will meet TAC design and BC Active Transportation design guideline recommendations.
- (c) North and south of the rail bridge structure and within the project limits, dedicated spaces will be provided for the accommodation of cyclists and pedestrians on both sides of the roadway (such as a multi-use path(s) or sidewalk(s)), with a combined and unencumbered total width of 7.0 meters (excluding foundation bases for street lighting).
- (d) At the rail bridge location, dedicated spaces will be provided for the accommodation of cyclists and pedestrians on both sides of the roadway (such as a multi-use path(s) or sidewalk(s)), with a combined and unencumbered minimum total width of 6.0 meters. Where technically and commercially feasible, this width will be increased to a maximum width of up to 7.0 meters.
- (e) The rail bridge is to be constructed within the existing CPR right-of-way, and will have a 100 year design service life.
- (f) The rail bridge will have a superstructure width to accommodate a maximum of three rail tracks across Harris Road, comprised of the two existing rail tracks generally in their existing location and one proposed new rail track as defined in Section 5.2.
- (g) To minimize the potential for future and substantial impacts to the community, the rail bridge substructure and foundations will have a minimum width of 56 feet, and will be designed and constructed in a manner so as not to not preclude superstructure expansion beyond that delivered by this Project, and specifically to accommodate a potential fourth rail track in the future.
- (h) Vertical clearance beneath the rail bridge structure will be 5.3m as per the Canadian Highway Bridge Design Code and TAC, with crash beams to protect the superstructure at all 4 potential routes/openings.

- (i) Skew angle of the rail bridge abutments to be 15 degrees or less from Harris Road, where technically feasible.
- (j) A concrete surface roadway will be utilized at the rail bridge location to limit the road structure depth requirements.
- (k) Suitable design details will be incorporated so as not to introduce new constraints which would materially limit the ability of others to design and construct a separate pedestrian and cyclist overpass connection, from the eastern terminus of Advent Road to the east side of Harris Road in order to re-establish the connectivity provided by the existing mid-block crossing.
- (l) Suitable urban design integration opportunities will be incorporated to support the City's separate delivery of the long-term vision for Harris Road.

Notwithstanding the foregoing, the parties acknowledge that in order to develop an affordable Project which supports safe Roadway Operations and safe Railway Operations, temporary detours and associated conditions may be required during construction, which do not meet the permanent design parameters outlined in Sections 5.1(a) to 5.1(l). Temporary construction phase parameters will be addressed and documented in the Construction Agreement, to be agreed between the parties.

5.2 CPR Delivery Component

The scope of the CPR Delivery Component is generally described as a new 6,000ft extension of track for the rail lead into CPR's Vancouver Intermodal Facility and an additional 10,000ft of new siding track.

The following key design parameters are anticipated for the CPR Delivery Component, subject to further design development and confirmation

- (a) The lead extension will extend from the existing lead located immediately north of the mainline corridor and just west of Harris Road, to a distance approximately 6,000ft to the east; and
- (b) The new 10,000ft (approximate) siding track will generally be located between Kennedy Road and Harris Road and will be situated immediately north of the existing mainline corridor.

5.3 Noise and Vibration Mitigation

The parties acknowledge the importance of mitigating noise and vibration impacts of the Pitt Meadows Road and Rail Improvements Project.

The scope of the Harris Road Underpass Project will include all noise and vibration mitigation measures shown to be warranted through technical studies of the impacts of the VFPA Delivery Components and the CPR Delivery Component (the "Warranted Noise Scope"). Noise and vibration impact assessments and identification of technically reasonable mitigation measures will be undertaken by appropriately qualified, independent acoustical engineers, retained by VFPA (the "Acoustical Engineers").

The value of the Warranted Noise Scope is not capped by this agreement; provided, however, that the Warranted Noise Scope will not include noise and vibration mitigation measures intended solely for infrastructure and associated rail operations existing in the project area prior to the construction of the Project ("Existing Noise Levels"), except to the extent where

such Existing Noise Levels are exacerbated by the VFPA Delivery Components and the CPR Delivery Component. For clarity, the Warranted Noise Scope may include mitigation measures that are primarily intended to address the noise and vibration impacts of the VFPA Delivery Components and the CPR Delivery Component, while also helping to mitigate Existing Noise Levels.

In the event that the Warranted Noise Scope is less than \$3,000,000 in total cost, the Steering Committee will identify additional noise and vibration mitigation measures for inclusion in the Project scope up to a cumulative cost of \$3,000,000 for noise and vibration mitigation measures. Subject to the outcome of the additional noise and vibration mitigation funding request to Canada, such additional measures will be funded by the Project at no additional cost to the City.

Notwithstanding the outcome of the additional noise and vibration mitigation funding request to Canada, the Project will fund the Warranted Noise Scope or a cumulative cost of \$1,500,000 for noise and vibration mitigation measures, whichever is greater.

In the event that the Warranted Noise Scope is less than \$5,000,000 in total cost, and subject to the outcome of the additional noise and vibration mitigation funding request to Canada:

- (a) the City may identify additional noise and vibration mitigation measures that has been shown by the Acoustical Engineers to result in a measurable benefit with respect to noise and vibration, including with respect to the Existing Noise Levels (the "City Discretionary Noise Scope") to be included in the Project scope in addition to the Warranted Noise Scope, provided that the cost of such City Discretionary Noise Scope does not cause the cumulative cost for noise and vibration mitigation measures to exceed \$5,000,000; and
- (b) if the City identifies any City Discretionary Noise Scope to be included in the Project scope pursuant to Section 5.3(a), then the first 50% of the costs associated with the identified City Discretionary Noise Scope will be funded by Canada, with the City funding the remaining 50% of such City Discretionary Noise Scope, up to a maximum contribution of \$1,000,000 each.

For certainty:

- (c) references to noise mitigation costs in this Section 5.3 are inclusive of project management, engineering and construction costs directly attributed to the Warranted Noise Scope and City Discretionary Noise Scope respectively but are exclusive of any applicable taxes and property acquisition costs; and
- (d) in the event that the Warranted Noise Scope is greater than \$5,000,000 in total cost, the parties will work together to consider what additional City Discretionary Noise Scope may be included in the Project with the objective to provide overall mitigation measures that are above and beyond the Warranted Noise Scope as identified by the Acoustical Engineers;
- (e) any scope proposed to be installed or constructed on CPR property, or affecting CPR operations, including the City Discretionary Noise Scope, is subject to the approval of CPR, acting reasonably; and
- (f) CPR will provide funding for the noise and vibration scope in accordance with the VFPA-CP Funding Agreement and will comply with all applicable Laws and the terms of this agreement.

5.4 Harris Road Underpass - Community Health and Sustainability Considerations

- (a) The parties acknowledge the importance of considering community health and sustainability during the planning, design, construction and operational stages of the Harris Road Underpass Project.
- (b) Notwithstanding, the results of initial technical assessments that were completed during the planning phases of the Project showed that construction of the Harris Road Underpass Project is anticipated to provide meaningful and lasting community health benefits, in terms of:
 - improved safety and reduced travel times for all road users,
 - improved and more reliable access to local businesses and residents,
 - more accessible and comfortable walking and cycling facilities that will encourage the use of more active modes of transportation,
 - faster response times for emergency responders, and
 - improved local air quality through elimination of vehicle idling and a corresponding reduction in emissions from motorized roadway vehicles at the existing level rail crossing
- (c) Also, noting further, that construction of the Harris Road underpass is anticipated to reduce the emissions associated with road traffic, and associated air quality within the community. The Harris Road underpass is not anticipated to have a material effect on the emissions associated with rail traffic, rail emissions are impacted by a variety of factors which are not influenced by the construction of the Harris Road underpass.
- (d) The scope of the Harris Road Underpass Project will include a community health impact assessment that will be undertaken by qualified, independent subject matter experts retained by VFPA. The community health impact assessment will be completed in collaboration with the City, Katzie First Nation and CPR; and will examine the Project's anticipated health impacts (positive and negative) relating to social, economic and environmental considerations both during construction and once the underpass is in operation following construction completion.
- (e) The Design Build Contractor procured for the Harris Road Underpass Project will work with the parties to develop proposed mitigation strategies to respond to any negative impacts that may be identified by the community health impact assessment. Accepted mitigation measures will be included in the construction scope for the Project, to be negotiated and agreed as part of the Design Build Agreement.
- (f) In addition to the community health impact assessment, the scope of the Harris Road Underpass Project will also include the application of the Institute of Sustainable Infrastructure's independent Envision sustainability framework. Envision provides a benchmark for infrastructure projects in assessing sustainability, resiliency and equity decisions through the planning, design and construction phases with an overall intention for delivering projects beyond standard industry sustainability practices. VFPA will be applying the Envision framework to the Harris Road Underpass Project and aims to target receiving a gold rating.
- (g) The commitment to complete the community health impact assessment and applying the Envision sustainability framework are voluntary undertakings being led by VFPA and such commitments are above and beyond all applicable permits, regulatory requirements and other approvals that may be required to construct the Harris Road Underpass Project.

5.5 Project Schedule

The parties acknowledge that the Federal Funding Agreement requires the total completion of the VFPA Delivery Components and the CPR Delivery Component by June 30, 2025. The parties will work together to complete the design phase milestones and all other deliverables for the Harris Road Underpass Project and CPR Delivery Component in accordance with the schedule forming part of the Project Execution Plan.

5.6 Project Budget

[REDACTED]

[REDACTED]

5.7 Adjustments to Project Budget

[REDACTED]

[REDACTED]

6.0 HARRIS ROAD UNDERPASS PROJECT DELIVERY

6.1 General Commitments

- (a) Each party shall inform the other parties immediately of any fact or event that could compromise wholly or in part the Harris Road Underpass Project.
- (b) Each party shall work collaboratively with, and provide all reasonable assistance to, the other parties throughout the design and construction planning phase of the Harris Road Underpass Project.
- (c) Without limiting the generality of subsection (b) above, each party shall support and assist the other parties and their respective contractors with obtaining regulatory permits, approvals or licenses for the Harris Road Underpass Project sufficiently in advance of any timing requirements in order to maintain the Project schedule.
- (d) The parties commit to timely technical and procedural cooperation for all implementation phases of the Harris Road Underpass Project from planning to design and construction, and to ensure coordination with related initiatives of importance to the parties.

- (e) The parties acknowledge that during previous engagement associated with the Harris Road Underpass Project the following concerns were mentioned and need to be considered and addressed:
 - (i) traffic management during construction to minimize detour into the community;
 - (ii) noise and vibration mitigation measures during and after construction, within the urban boundary of the City (where technically and economically feasible);
 - (iii) relocation of the heritage buildings (specifically, the General Store and Hoffmann Machine Shop);
 - (iv) quality of life, including environmental factors, and health and safety of the community;
 - (v) changes to existing residential and business access and their ongoing use during and after construction;
 - (vi) character of the community; and
 - (vii) the coordination of activities associated with TransLink's West Coast Express station and operations.
- (f) The parties commit to the Harris Road Underpass Project being delivered under a design-build delivery model, with VFPA leading the procurement of the contractor(s); however, ensuring that any proposals for major changes to the Project scope proposed during the procurement phase (e.g., alternate structure type, alternate alignment, additional property impacts) are presented, considered and accepted by the Steering Committee.
- (g) The parties commit to carrying out all of their respective activities and undertakings contemplated in the agreement in such a manner as to ensure safe and continuous Railway Operations, as described further in Section 6.3 and safe and continuous Roadway Operations, as described further in Section 6.4.
- (h) The City agrees that the General Store heritage building, located at 12294 Harris Road and impacted by the construction of the Harris Road Underpass Project, will be relocated to 12265 Harris Road.
- (i) The City agrees that the Hoffmann Machine Shop heritage building, located at 12277 Harris Road and impacted by the construction of the Harris Road Underpass Project, will be relocated within its existing property boundaries.
- (j) The City agrees that the General Store and Hoffmann Machine Shop heritage buildings will be reoriented as outlined in the Project Execution Plan.
- (k) The parties agree to identify and where appropriate implement strategies to avoid, minimize and/or mitigate impacts to adjacent properties through design development.

6.2 Coordination with CPR Delivery Component and CPR Operational Requirements

- (a) CPR will progress its designs for the CPR Delivery Component in a timely manner to support design progression and the public engagement process for the Harris Road Underpass Project.
- (b) Without limiting the generality of Section 6.2(a), the following key interface design deliverables will be provided by CPR:
 - (i) conceptual drawings of the proposed CPR Delivery Component (track alignment and extents), in advance of the public engagement process for the Harris Road Underpass Project;
 - (ii) conceptual drawings of the proposed CPR Delivery Component (track alignment and extents), to inform the proposed design of the Harris Road Underpass Project;
 - (iii) the design parameters and assumptions in delivering the temporary and permanent construction works for the Harris Road Underpass Project and its alignment with existing and future railway operations; and
 - (iv) the anticipated future railway operations along the railway corridor and enabled by the Harris Road Underpass, which are required for the purposes of conducting the baseline study described in Section 6.6 and identifying the Warranted Noise Scope.

6.3 Safe Railway Operations

- (a) The parties acknowledge that pursuant to the *Railway Safety Act*, the safety of the public, the parties, their respective employees, personnel and Railway Operations are and must be paramount at all times during the term of this agreement. The parties further acknowledge that because CPR needs to maintain train movements and freight traffic volumes through the Project site(s), continuous Railway Operations are required for CPR to meet service requirements as set out in the *Canada Transportation Act* and service obligations to customers. The parties shall carry out all of their respective activities and undertakings contemplated in this agreement in such a manner as to ensure safe and continuous Railway Operations, unless otherwise approved by CPR.
- (b) The parties acknowledge that construction of the Harris Road Underpass Project will impact Railway Operations, and the parties will work collaboratively to identify acceptable construction phase operational impacts, which subject to approval by CPR, acting reasonably, may include short duration temporary rail closures and/or reduced operating speeds to allow the development of appropriate infrastructure designs and safe and commercially viable construction methodologies.
- (c) Where VFPA requests CPR's approval of specific impacts to Railway Operations, as outlined in subsection (b), and CPR is not able to reasonably accommodate such VFPA request, then CPR will provide VFPA with either a conditional approval with amendments to the request, or provide a reasonable alternative to the request.

6.4 Safe Roadway Operations

- (a) The parties acknowledge that pursuant to the City's *Highway and Traffic Bylaw No. 2260* and *Highway Access Bylaw No. 1025*, the safety of the public, the parties, their respective employees, personnel and Roadway Operations are and must be paramount at all times during the term of this agreement. The parties further acknowledge that the City needs to maintain vehicular, pedestrian and cyclist traffic movement, including business, residential and emergency vehicle access to and through the Harris Road Underpass Project site.
- (b) The parties shall carry out all of their respective activities and undertakings contemplated in this agreement in such a manner as to ensure safe traffic operations.
- (c) The parties acknowledge that construction of the Project will impact overall traffic service levels and movement capacity, with current design concepts developed with the assumption that Harris Road will be reduced to a three vehicular lane cross section during construction. The parties will work collaboratively to identify acceptable construction phase traffic impacts, which subject to approval by the City, acting reasonably, may include short duration temporary road closures and/or reduced operating speeds, to allow the development of appropriate infrastructure designs and safe and commercially viable construction methodologies.
- (d) Where VFPA requests the City's approval of specific impacts to Roadway Operations, as outlined in subsection (c), and the City is not able to reasonably accommodate such VFPA request, then the City will provide VFPA with either a conditional approval with amendments to the VFPA request, or provide a reasonable alternative to the request.

6.5 Delivery Obligations of the Parties

- (a) VFPA will be responsible for project management, leading consultation, and overall delivery of the design and construction of the Harris Road Underpass Project pursuant to the Project Execution Plan (as approved by the Steering Committee). The design and construction planning phase for the Harris Road Underpass Project will generally include:
 - (i) the completion of a reference design;
 - (ii) statement of requirements;
 - (iii) VFPA's Final Investment Decision approval;
 - (iv) preparation of a design-build procurement package;
 - (v) development of construction management plans and strategies; and
 - (vi) drawing submissions from the Design Build Contractor prior to their respective construction activities commencing (with these key design submission milestones outlined in the Project Execution Plan),and include the following tasks:
 - (vii) geotechnical/environmental site investigations;
 - (viii) topographical survey;

- (ix) traffic counts;
 - (x) public and stakeholder engagement;
 - (xi) studies, assessments, analysis, and other technical research;
 - (xii) option selection;
 - (xiii) concept development;
 - (xiv) design development and refinement;
 - (xv) cost and schedule estimates;
 - (xvi) management plans and strategy development
 - (xvii) design-build contractor prequalification;
 - (xviii) a project definition report; and
 - (xix) all other tasks to support a Final Investment Decision.
- (b) VFPA shall make commercially reasonable efforts to deliver the design and construction planning phase of the Harris Road Underpass Project, as described in subsection (a), prior to the Final Investment Decision and in accordance with the following:
- (i) the performance and construction specifications set out in Section 7.0;
 - (ii) in a professional, competent, timely and diligent manner, in accordance with industry standards;
 - (iii) in compliance with all Laws;
 - (iv) all design and construction planning phase approvals will be sought in accordance with, and subject to, the Approval Matrix;
 - (v) develop, maintain and update a Tracking Sheet;
 - (vi) provide design submittals together with an updated Tracking Sheet to a Design Reviewer in accordance with the Approval Matrix;
 - (vii) review and consider all comments provided by a Design Reviewer and for each comment identify in the Tracking Sheet that: (i) the comment has been incorporated into the design; (ii) the comment will be addressed in a future design submission; (iii) further discussion is necessary to clarify the comment; or (iv) the comment has not been incorporated together with reasons; and as applicable, provide the relevant design submission and updated Tracking Sheet to the Design Reviewer for further review and comment in accordance with the Approval Matrix;
 - (viii) ensuring that contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles and agreed upon budgets;

- (ix) ensuring that all intellectual property that arises in the course of the Project applicable to the Harris Road Underpass Project will vest in VFPA, and obtain the necessary authorizations for the implementation of the Harris Road Underpass Project from third parties who may own the intellectual property rights or other rights in respect of the same;
 - (x) meeting with stakeholders that might be affected by the Harris Road Underpass Project and explaining the Harris Road Underpass Project to the stakeholders and the roles of the parties and Canada;
 - (xi) identifying and ensuring that all applicable regulatory permits, approvals or licences are in place or satisfied for any on-site works undertaken during the design and construction planning phase of the Harris Road Underpass Project (i.e., geotechnical investigations, ground investigations, survey and data collection), having regard to VFPA being a federal port authority and recognizing that VFPA may not be the applicant; and
 - (xii) identifying all necessary rights and permissions with respect to land that is required for the Harris Road Underpass Project, including:
 - A. land descriptions, ownership and any encumbrances that may need consideration;
 - B. nature of right or permission sought for the rights and permissions with respect to land that are required for, or impacted by, the Harris Road Underpass Project; and
 - C. acquisition strategy, including timing having regard to procurement needs and requirements of any agreement(s) referred to in Sections 9.1 and 9.2, and identifying the most appropriate party or entity to acquire such rights and permissions, including a subsidiary of a party,with an overall objective of minimizing acquisitions through value engineering and refining the design based on stakeholder requirements.
- (c) To facilitate the delivery of the Harris Road Underpass Project in accordance with this agreement, CPR responsibilities shall include:
- (i) ensuring that the CPR Member completes all of the obligations of the Project Committee under this agreement in a professional, competent, timely and diligent manner, so as not to impede VFPA from meeting its delivery obligations;
 - (ii) providing scope definition and conceptual designs, showing locations and extent of proposed track infrastructure works as part of the CPR Delivery Component, in advance of public engagement session dates as set by the Steering Committee, for reference and coordination with design progression of the Harris Road Underpass Project and public engagement activities;
 - (iii) providing timely approval and access to VFPA contractors as required to conduct site investigations on CPR property to inform infrastructure designs

and construction planning, on CP's standard terms and in accordance with the CPR Access Protocols; and

- (iv) ensuring that the CPR Member, and any technical subject matter experts, are made available to collaborate, discuss and resolve technical issues in a timely manner and not cause unnecessary delay for the progression of the design development for the Harris Road Underpass in the lead-up to the Final Investment Decision. This will include but not be limited to attending regular technical design meetings on a frequent basis as requested by the VFPA (i.e. weekly or bi-weekly) once the Design Build Contractor has been procured for their pre-construction services to progress the technical work activities with an aim to develop a supportable Project scope that all parties can agree can progress to a Final Investment Decision.
- (d) To facilitate the delivery of the Harris Road Underpass Project in accordance with this agreement, City responsibilities shall include:
- (i) providing resources to support the other parties as in-kind contributions that are not eligible for reimbursement under the Federal Funding Agreement;
 - (ii) ensuring that the City Member completes all of the obligations of the Project Committee under this agreement in a professional, competent, timely and diligent manner;
 - (iii) acting as primary point of contact with the Heritage Society and working to obtain their acceptance and, where applicable, overall support for the agreed Heritage Building relocations as outlined in Section 5.1;
 - (iv) subject to compliance by VFPA contractors with all applicable enactments and policies that govern the City, providing timely approval and access to VFPA contractors as required to conduct site investigations on City lands to inform infrastructure designs and construction planning;
 - (v) where regulatory permits, approvals or licences are necessary from third party agencies, the City will work with the other parties to assist in applying for such permits, approvals or licences in a manner that best supports the delivery of the Harris Road Underpass Project; in some instances, this may include the submission of applications by the City.
 - (vi) making City lands available pursuant to Section 6.9, for the delivery of the Harris Road Underpass Project, subject to compliance with all relevant enactments and all lawful requirements;
 - (vii) notwithstanding subsection (v) above, for lands that are acquired from third parties for the Harris Road Underpass Project pursuant to Section 6.9, being responsible for assisting in applying for any necessary approvals that may be required for the Harris Road Underpass Project; provided that VFPA will manage and be responsible for any technical and other work required in support of such applications, and ensuring compliance with the resulting permit conditions; and
 - (viii) actively supporting and providing the necessary resources to allow the communications and engagement activities for the Harris Road Underpass Project and which are aligned with the Communications Protocol outlined in

Schedule E. Further, the City will ensure that any actions to develop and/or execute communications about the Project are undertaken in an aligned and coordinated manner with all of the parties, to support factual awareness and understanding of the Project to the Project Completion Date

6.6 Noise and Vibration Baseline Assessment, and Mitigation Measures

- (a) The parties acknowledge and agree that a noise and vibration baseline study for the CPR rail corridor through Pitt Meadows will be led by VFPA in collaboration with CPR and the City. The baseline study will include collecting existing baseline data, modelling of CPR's anticipated future operations once all of the Pitt Meadows Road and Rail Improvements Project is complete, and identifying potential mitigation measures that are both technically and economically feasible. VFPA will continue to update this baseline study to reflect updates as the design work progresses.
- (b) Location and extents of the noise and vibration mitigation to be constructed as part of the Project, will be informed by the noise and vibration baseline study and agreed by the Steering Committee, subject to a final investment decision by the parties, with funding obligations as outlined in Section 5.3.

6.7 Procurement and Award of Contracts for Project Components

- (a) With the exception of: (i) the award of the Design Build Agreement that will follow the completion of the anticipated design-build procurement process for the Harris Road Underpass Project, (ii) any other work with costs anticipated to exceed \$500,000 (such as additional site investigations and archaeological monitoring), and (iii) any contract changes requiring approval in accordance with the Approval Matrix, VFPA will attempt to minimize where possible, but ultimately does not require approval from the other parties for the procurement and award of contracts, and the execution of change orders relating to the Harris Road Underpass Project (such as additional site investigations, archaeological monitoring etc.); provided that such actions are in compliance with this agreement, the applicable agreement(s) described in Sections 9.1 and 9.2, and the VFPA-CP Funding Agreement (including, specifically, the cashflow requirements contained in Schedule B.2 thereof). Major changes in the Project scope will be presented to the Steering Committee, as outlined in Section 6.1(f).
- (b) VFPA will lead the procurement processes of the design-build contract(s) for the Harris Road Underpass, which will include a request for qualifications (RFQ) process and a request for proposal (RFP) process. For greater certainty and in accordance with the Approval Matrix, the technical and financial reviews of responses to the RFQ and RFP will be completed by VFPA and CPR or their respective agents. The City will be consulted and provided an opportunity to raise any comments or considerations it may have with the respondents to the RFQ before a shortlist is compiled for purposes of the RFP process. At the conclusion of the RFP process, VFPA will provide the City with a copy of the preferred proponent's technical submission and the City will provide VFPA with comments in advance of preparing execution copies of the associated contract(s) arising from the RFP.
- (c) Approvals required for any contract changes during the execution phase of the Project (post Final Investment Decision) will be contained within the Construction Agreement.

6.8 Internal Staff Resourcing – Eligible Costs

- (a) The Federal Funding Agreement permits a portion of internal staff resourcing costs required to deliver each of the VFPA Delivery Components to be eligible for

reimbursement. The Project Execution Plan will provide an identified and agreed list of staff that fall under these eligible costs and their percentage of worked hours to be allocated to the Harris Road Underpass Project costs. Generally, roles that may be considered for eligible costs that, on a full-time or part-time basis, support the design and construction planning of the Harris Road Underpass Project, may include:

- (i) project management roles: Project Manager, Senior Project Delivery Specialist, Project Coordinator;
- (ii) project oversight roles: Project Director, Project Management Office Manager;
- (iii) project communication roles: Project Communications Manager, Project Communications Advisor;
- (iv) internal legal counsel and agreement execution support;
- (v) internal specialist/advisor roles: Environmental, Real Estate, Government Relations, Indigenous Consultation; and
- (vi) project financial and administration support roles.

For the purposes of this section, only staff employed by VFPA and CPR can be considered for eligible costs under the Federal Funding Agreement. Staff costs, and any necessary external resourcing support such as legal advice, to support the Harris Road Underpass Project from the City are ineligible for reimbursement under the Federal Funding Agreement and are considered an in-kind contribution to the Harris Road Underpass Project.

6.9 Land Requirements

- (a) The parties acknowledge that the works related to the Harris Road Underpass Project whether for a temporary duration during construction or permanently, will impact or require the use of City, CPR and privately owned lands. The anticipated land requirements for the Harris Road Underpass Project are identified in Schedule C. As designs are progressed, VFPA may update the lands identified in Schedule C from time to time with the approval of the Steering Committee.
- (b) For any lands owned, managed or otherwise controlled by a party that are identified in Schedule C (including lands currently owned by CPR required for the new crossing and road alignment of Harris Road and the resultant excess lands owned by the City as dedicated roadway along the existing alignments), such party shall, as applicable, subject to compliance with all relevant enactments and lawful requirements:
 - (i) transfer the lands in accordance with the Land Acquisition Plan for the Harris Road Underpass Project in a timely manner so as not to unreasonably delay the construction of the Project; and
 - (ii) grant licenses and, subject to Section 6.5(c)(iii), approve and provide access as required to the applicable party or their contractors for site investigations during the design and construction planning phase for the Harris Road Underpass Project.
- (c) In accordance with Schedule C:

- (i) the Land Acquisition Plan will further detail the specifics associated with the intended transfer of lands as contemplated in sub-section (b), including but not limited to timing of transfers, environmental obligations, indemnities and commercial terms in the event that required land transfers will result in a net loss or gain of land for either CPR or the City;
 - (ii) where existing lands are transferred from one party to another party, but infrastructure assets of the original party remain within the transferred lands (eg. utilities), then the new landowner will provide equivalent access rights to those assets of the original landowner; and
 - (iii) the parties have a shared mutual objective to minimize the overall land acquisition costs allocated to the Project and thus maximize the remaining Project budget available for the construction of permanent infrastructure which meets the parties objectives. Where a party receives a permanent net usable increase in lands (the "Excess Lands") following completion of the Harris Road Underpass Project, then such party that holds such Excess Lands agrees to explore opportunities with VFPA to consider the use, transfer or sale of a portion or all of such Excess Lands with the specific goal to offset and reduce the final land acquisition costs for the Project.
- (d) VFPA shall develop a Land Acquisition Plan on such terms as the parties may mutually agree, and, subject to compliance with all relevant enactments and lawful requirements, to implement same, to acquire and transfer (as applicable) the CPR, City and privately-owned lands and interests identified in Schedule C that are required for the Harris Road Underpass Project. The Land Acquisition Plan will describe each party's responsibilities and the timelines required for land acquisition and land title transfers. VFPA shall submit the draft Land Acquisition Plan to the Steering Committee within sixty (60) days of execution of this agreement for approval.
- (e) Where the Land Acquisition Plan identifies the City as the most appropriate entity to acquire ownership or other rights and permissions with respect to privately-owned lands identified in Schedule C, the City shall:
- (i) undertake and lead, and complete such acquisitions on account of the Harris Road Underpass Project (at no cost to the City), and make such lands available to VFPA pursuant to the applicable agreement(s) referred to in Section 9.0, subject to compliance with all relevant enactments and lawful requirements ;
 - (ii) apply for and obtain all necessary approvals from all applicable agencies,; and
 - (iii) apply for and obtain City permits and approvals as required to support both the land acquisition and site works in accordance with the Project Execution Plan.
- (f) With respect to any of the lands identified in Schedule C, where such lands are ultimately transferred to the City or dedicated as roadway, the City agrees that such lands need only be in a state of repair or condition that is suitable for the purpose identified for such land in Schedule C.
- (g) Where the Land Acquisition Plan identifies VFPA as the most appropriate entity to acquire ownership or other rights and permissions with respect to privately-owned lands identified in Schedule C, VFPA will use commercially reasonable efforts to obtain negotiated agreements for such rights and permissions. If VFPA is ultimately

unsuccessful in these efforts, the City, as the municipal authority with jurisdiction relative to the Harris Road Underpass Project, will consider leading the acquisition of temporary or permanent property rights required, and the costs of such land acquisition will be considered a Project cost.

- (h) The parties acknowledge that CPR owned land falls outside of the City's jurisdiction and is therefore is not subject to City-led acquisition, however, CPR will use commercially reasonable efforts to reach agreement with VFPA for the use of such CPR owned land.

6.10 Property – 12343 Harris Road

- (a) The parties acknowledge that VFPA, through its subsidiary Port of Vancouver Enterprises Ltd., owns a property near the Project located at 12343 Harris Road, Pitt Meadows, BC and which is currently leased to Otter Farm and Home Cooperative (the "Otter Property").
- (b) It is further acknowledged by the parties that a portion of the Otter Property will be required to facilitate the construction of the Harris Road Underpass Project.
- (c) Following the completion of the Harris Road Underpass Project, VFPA anticipates that the remaining portion of the Otter Property will be sold at fair market value to offset some of the Project costs.
- (d) Provided that the parties have entered into and executed the Construction Agreement, VFPA agrees to grant the City with an unregistered right of first refusal to purchase the Otter Property, following the completion of the Harris Road Underpass Project, at fair market value and on reasonable terms and conditions satisfactory to VFPA (the "Right of First Refusal"). For greater certainty, where the Construction Agreement has not been entered into and executed by the parties or if this agreement is terminated in accordance with Section 13.2, then VFPA shall have no obligation to the City related to the Otter Property, and VFPA may, in its sole discretion, sell the Otter Property to any arms-length party, including CPR, on terms and conditions satisfactory to VFPA.
- (e) CPR acknowledges and agrees that it has no desire to purchase the Otter Property after the completion of the Harris Road Underpass Project. Where the City does not exercise the Right of First Refusal to purchase the Otter Property or where the City and VFPA are unable to enter and execute a purchase and sale agreement for the Otter Property with reasonable terms and conditions satisfactory to VFPA, then CPR agrees that VFPA shall not offer CPR the opportunity to purchase the Otter Property.
- (f) The parties agree that the process associated with VFPA granting the City the Right of Refusal, including but not limited to notification by VFPA to the City of its intention to sell the Otter Property, acceptance by the City, determination of the fair market value of the Otter Property and other details related to this Right of First Refusal, shall be included both in the Land Acquisition Plan and Construction Agreement.

7.0 PERFORMANCE AND CONSTRUCTION SPECIFICATIONS

Subject to Section 1.6, the performance and construction specifications set out in this Section represent a complete list of the performance and construction specifications that will apply to and form the basis for technical designs and studies for the Harris Road Underpass Project.

7.1 City Standards and Specifications and Guidelines

- (a) Subdivision and Development Servicing Bylaw No. 2589;
- (b) MMCD applicable to the Harris Road Underpass Project;
- (c) Noise Control Bylaw No. 2138;
- (d) Official Community Plan;
- (e) Transportation Master Plan;
- (f) Pedestrian and Cycling Master Plan;
- (g) Highway and Traffic Bylaw No. 2260; and
- (h) City's additional functional grade-separation requirements to be set out in a Project Execution Plan.

7.2 CPR Standards and Specifications

- (a) Requirements for the Design of Steel and Concrete Bridges Carrying Railway Traffic in Canada, CPR, 2006-10-16, AREMA Manual of Recommended Practice, American Railway Engineering and Maintenance-of-Way Association (AREMA) design guidelines; and
- (b) CPR's additional functional grade-separation and track requirements to be set out in the Project Execution Plan.

7.3 VFPA Standards and Specifications

- (a) Meeting a minimum of 50% of the applicable VFPA Green Infrastructure Guidelines during design and construction of the Harris Road Underpass Project;
- (b) Targeting a minimum gold rating for the Harris Road Underpass Project with the Envision infrastructure sustainability rating system, unless otherwise identified as a scope reduction opportunity to address Project affordability;
- (c) Conducting meaningful public engagement for the Harris Road Underpass Project in accordance with International Association of Public Participation (IAP2) standards; and
- (d) VFPA's additional functional grade separation requirements set out in the Project Execution Plan.

7.4 Third Party Utility Standards and Specifications

- (a) Third party utilities functional requirements as set out in the Project Execution Plan.

8.0 DESIGN REVIEW AND CHANGES

8.1 Design Review

- (a) Design submittals for the Harris Road Underpass Project will be submitted to a Design Reviewer for review and approval in accordance with the Approval Matrix.
- (b) Each party shall ensure that its respective Design Reviewer:
 - (i) performs an appropriate level of design review that will identify whether or not a design submittal complies with such party's standards and specifications identified in Section 7.0;
 - (ii) completes its review and responds to a design submittal within the timeframes set out in the Approval Matrix, or within such other timeframe acceptable to the party submitting the design submittal;
 - (iii) responds to a design submittal by collating all comments and feedback (that are applicable and appropriate to the interests of the respective party) into a Tracking Sheet.
- (c) If a Design Reviewer identifies that a design submittal, partially or in its entirety, does not comply with the standards and specifications identified in Section 7.0 from its respective party, then the Design Reviewer will present the non-compliance to the Project Committee to review the non-compliance, to determine whether the standards and specifications identified in Section 7.0 require updating and to otherwise facilitate the resolve of the non-compliance.
- (d) If a Design Reviewer fails to review and provide a response to a design submittal within the timeframes set out in the Approval Matrix or within such other timeframe as accepted by the party submitting the design submittal pursuant to subsection (b)(ii) above, then subject to the submitting party providing the Design Reviewer with 5 Business Days written reminder notice and the notified Design Reviewer failing to provide comments within such 5 Business Day period, the design submittal will be deemed approved without comment and the submitting party may proceed accordingly; provided that if upon receipt of such design submittal, the Design Reviewer gives notice to the submitting party that additional time is required as result of an extraordinary circumstance (such as strike, operational emergency in British Columbia, magnitude of submittal), then the parties agree to extend such time frames as appropriate.
- (e) If the submitting party proceeds with a design submittal that is deemed approved without comment pursuant to subsection (d) above, then any comments subsequently provided by the Design Reviewer that have cost implications for the submitting party will be to the expense of the party applicable to such Design Reviewer, unless otherwise agreed to by the parties.

8.2 Design Changes

- (a) Any party may request a change to the design on the Harris Road Underpass Project in accordance with the following:

- (i) subject to Section 8.1, if a requested change is required to ensure the Harris Road Underpass Project complies with the standards set out in Section 7.0 as they exist on the date of this agreement;
 - (ii) if a requested change can be demonstrated to result in no additional scope, schedule or cost of the Harris Road Underpass Project, and the change is acceptable to all parties, the change may be incorporated into the design of the Harris Road Underpass Project by and at the discretion of VFPA;
 - (iii) if a requested change will result in additional scope, schedule or cost of the Harris Road Underpass Project, the party requesting the change will provide the other parties with the following for consideration: reasons for the requested change; estimated costs, scope and schedule implications; risk implications; and funding source(s);
 - (iv) a change requested pursuant to subsection (iii) above may be incorporated into the design of the Harris Road Underpass Project by and at the discretion of VFPA; provided that the change is acceptable to CPR, and the City as applicable, and subject to all required approvals under the VFPA-CP Funding Agreement and the Federal Funding Agreement; and
 - (v) the costs of a change that is incorporated into the design of the Harris Road Underpass Project pursuant to subsection (iv) above will be the responsibility of the party requesting the change unless otherwise agreed by the parties.
 - (vi) Design changes implemented as part of reinstating scopes of work previously removed as a cost-saving measures, as outlined in Section 1.9, will not be subject to the conditions set out in subsections (iii), (iv) and (v) above.
- (b) The parties acknowledge that VFPA is subject to the Federal Funding Agreement, and CPR and VFPA are subject to the VFPA-CP Funding Agreement, which limit the ability and process by which design changes to the Harris Road Underpass Project can be made, and certain changes may additionally require approval by Canada.

9.0 Construction, Operation and Maintenance Agreements

The parties will use commercially reasonable efforts to negotiate and enter into each of the agreements identified in this Section with respect to the delivery of the Harris Road Underpass Project by the dates identified in this Section or otherwise set out in the Project Execution Plan. The parties acknowledge that either VFPA or CPR may halt design progress under this agreement and further investment of resources if the applicable parties are not making satisfactory progress towards finalizing such agreements.

9.1 Harris Road Underpass Project - Construction Agreement

The parties agree that a construction agreement between the parties (the "**Construction Agreement**") will be negotiated during the design development and preconstruction phase of the Project, and is required to be finalized and ready for execution, subject to a positive Final Investment Decision by the VFPA Board and CPR, as well as agreement by the City, subject to Section 9.5.

The Construction Agreement must be executed prior to VFPA awarding a contract to a DesignBuild Contractor for the Harris Road Underpass Project. The Construction Agreement

will set out in more detail the Harris Road Underpass Project requirements, and is anticipated to include, as applicable:

- (i) final agreed scope of work;
- (ii) schedule and budget for the work;
- (iii) the final Design Build Agreement;
- (iv) site access, operational and safety requirements;
- (v) regulatory requirements;
- (vi) interface party requirements;
- (vii) Design Build Contractor requirements;
- (viii) roles and responsibilities of the parties and consequences of non-compliance;
- (ix) indemnities and insurance Requirements;
- (x) real estate transactions, including acquisitions, licenses and leases;
- (xi) dispute resolution;
- (xii) process related to the Right of First Refusal for the Otter Property;
- (xiii) other terms and conditions contemplated or required by this agreement, the MOU, the VFPA-CP Funding Agreement and the Federal Funding Agreement; and
- (xiv) any other requirements agreed to by the parties.

9.2 Harris Road Underpass Project – Crossing and Maintenance Agreement(s)

Subject to Section 9.5, the parties agree that one or more crossing and maintenance agreements for the Harris Road Underpass Project will be required. The parties will work to reach an agreement in principle of the key terms of such crossing and maintenance agreements prior to the Final Investment Decision for the Harris Road Underpass Project and the VFPA awarding a contract to a Design Build Contractor for the Harris Road Underpass Project.

The crossing and maintenance agreements are subject to approval by CPR and the City. The crossing and maintenance agreements will set out in more detail the crossing and maintenance requirements, including, as applicable:

- (a) asset ownership, operation, maintenance and repair as per appropriate standards during the Asset Disposal Period;
- (b) form of future crossing agreement(s) to be entered into by the City and CPR; and
- (c) any other requirements agreed to by the parties.

The City and CPR agree to enter into or amend existing crossing and maintenance agreement(s), as applicable, in an expedited manner and in any event no later than the Project Completion Date for the Harris Road Underpass Project.

9.3 Harris Road Underpass Project - Asset Ownership, Operations and Maintenance

VFPA will not assume ownership or be responsible for any assets built as part of the Harris Road Underpass Project. Where a party owns or will own an Asset or part of the Asset, such party (as applicable) shall retain title to and ownership of such Asset or part of the Asset for the Asset Disposal Period. For the purposes of setting out Asset ownership, operation, maintenance and repair obligations in the agreement(s) referred to in Section 9.2:

- (a) the City will be responsible for owning, operating, maintaining and repairing:
 - (i) all road structure and road-surface elements (i.e., linemarking, curb, paving, road base) for the approaches and through the rail bridge underpass;
 - (ii) all structural retaining walls along Harris Road that are necessary due to the elevation change but are not required to support the rail bridge;
 - (iii) all sidewalk and active transportation infrastructure (i.e., concrete sidewalk, multi-use path surface, linemarking) for the approaches and through the rail bridge underpass;
 - (iv) all street furniture (i.e., signage, railings, benches);
 - (v) all street lighting;
 - (vi) all urban design, public realm and landscape architectural elements;
 - (vii) all City-owned utilities (i.e., storm mains and catch basins, sanitary mains, water mains, City telecommunication infrastructure, stormwater pump station); and
 - (viii) all other infrastructure required to complete the Harris Road Underpass Project that provides safe passage of the public who are driving, cycling or walking through the underpass.

- (b) CPR will be responsible for owning, operating, maintaining and repairing:
 - (i) the rail bridge structure above Harris Road;
 - (ii) all structural elements which support the rail bridge and facilitate the movement of rail operations (which may include piers, abutments, footings, piles, anchors, joints or other elements);
 - (iii) all CPR-owned utilities (i.e., telecommunications) excluding third party utilities such as fibre optics; and
 - (iv) all other infrastructure required to complete the Harris Road Underpass Project that provides safe and secure passage for CPR's operations above or adjacent to the underpass.

9.4 Asset Replacement

Noting the anticipated importance of the continued operation of the Harris Road Underpass Project, once constructed, for the safe and efficient movement of people and goods throughout the region, and to the benefit of all parties; at the end of their useful life, the parties agree to reconvene, discuss and collaborate on the development of an asset replacement strategy (at such time), which will consider the parties' respective interests, objectives and obligations.

9.5 No Fettering of City

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that nothing contained or implied in this agreement shall fetter in any way the discretion of the City. Further, nothing contained or implied in this agreement shall prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the Community Charter or the Local Government Act, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the subject matter of this agreement as if this agreement had not been executed and delivered by the parties.

10.0 REPRESENTATIONS AND WARRANTIES

10.1 VFPA Representations and Warranties

VFPA represents and warrants to the City and CPR that:

- (a) VFPA has the capacity and authority to enter into and execute this agreement;
- (b) VFPA has the capacity and authority to carry out its obligations hereunder in accordance with the terms of this agreement;
- (c) this agreement constitutes a legally binding obligation of VFPA, enforceable against it in accordance with its terms and conditions;
- (d) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of VFPA threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect VFPA's ability to carry out the activities contemplated by this agreement. VFPA will inform the City and CPR immediately if any such action or proceedings are threatened or brought during the term of this agreement; and
- (e) VFPA is in good standing under the laws of the jurisdiction in which it is required to be registered.

10.2 CPR Representations and Warranties

CPR represents and warrants to the City and VFPA that:

- (a) CPR has the capacity and authority to enter into and execute this agreement;
- (b) CPR has the capacity and authority to carry out its obligations hereunder in accordance with the terms of this agreement;
- (c) this agreement constitutes a legally binding obligation of CPR, enforceable against it in accordance with its terms and conditions;
- (d) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of CPR threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect CPR's ability to carry out the activities contemplated by this agreement. CPR will inform the City and

VFPA immediately if any such action or proceedings are threatened or brought during the term of this agreement; and

- (e) CPR is in good standing under the laws of the jurisdiction in which it is required to be registered.

10.3 City Representations and Warranties

The City represents and warrants to CPR and VFPA that:

- (a) the City has the capacity and authority to enter into and execute this agreement;
- (b) the City has the capacity and authority to carry out its obligations hereunder in accordance with the terms of this agreement;
- (c) the City has undertaken all corporate acts required to enter into this agreement;
- (d) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the City threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the City's ability to carry out the activities contemplated by this agreement. The City will inform CPR and VFPA immediately if any such action or proceedings are threatened or brought during the term of this agreement; and
- (e) the City is a municipality pursuant to the *Community Charter*, S.B.C. 2003, c. 26.

11.0 INDIGENOUS CONSULTATION AND PARTICIPATION

11.1 Indigenous Consultation and Prior Commitments of the Parties

- (a) The parties acknowledge and agree that this agreement is not intended to modify, substitute, or replace any established broader strategic partnerships or relationships by any of the parties, and specifically those with Indigenous groups.
- (b) Further, the parties acknowledge that VFPA, as the Project delivery lead, has certain federally mandated obligations to Canada to perform meaningful Indigenous consultation with local Indigenous groups and further independently elects to prioritize finding opportunities to work closely and collaboratively with interested Indigenous groups to identify meaningful participation opportunities on the Project. This agreement is not intended to modify, alter or replace these important ongoing discussions between VFPA and local Indigenous groups.

11.2 VFPA to Lead Indigenous Consultation

VFPA, with support from the other parties, shall lead the consultation with Indigenous groups that might be impacted by the Harris Road Underpass Project. The parties acknowledge that the Project is located in close proximity to the Katzie First Nation community and the Katzie First Nation is actively engaged in the Project, along with several other Indigenous groups.

11.3 Indigenous Group(s) Participation

Meaningful consultation with Indigenous groups through the planning and implementation phases of the Project is an important component of VFPA's infrastructure delivery program.

The parties acknowledge that as part of its consultation, VFPA intends to engage with Indigenous groups to identify and implement opportunities for Indigenous groups to participate in the delivery of the Harris Road Underpass Project. Such opportunities may include supporting, undertaking or participating in:

- (a) environmental field work and archaeological studies, investigations and assessments;
- (b) topographical and arborist surveys;
- (c) design development and design submission reviews;
- (d) educational or mentoring opportunities through job shadowing, apprenticeships, on-the-job training or educational sessions; and
- (e) any other opportunities identified by VFPA and/or Indigenous groups.

During the design development phase of the Harris Road Underpass Project, VFPA, together with its proposed Design Build Contractor, will work to develop an Indigenous Groups Participation Strategy, in collaboration with Indigenous groups, to identify and refine Indigenous participation requirements proposed during construction. This strategy may include considerations of a minimum number of person-years of employment and/or skills training to Indigenous group members, a minimum value of subcontracted opportunities to Indigenous group members, businesses, joint ventures or construction delivery partnerships, or a combination thereof. This strategy will be developed for the Project by VFPA, supported by its progressive Design Build Contractor, through consultation and engagement with interested local Indigenous groups, and VFPA will work collaboratively with CPR and the City to progress this work as required.

12.0 PUBLIC ENGAGEMENT AND CONSULTATION

12.1 General

- (a) The parties recognize the benefit of local resident and business input for the Harris Road Underpass Project.
- (b) The parties commit to implementing meaningful public engagement and consultation for the Harris Road Underpass Project in order to identify opportunities, mitigate local impacts from the Harris Road Underpass Project and to identify and address the concerns of local residents and business.
- (c) The parties will approach public consultation based on two-way communication and open dialogue, working together to ensure the community, the environment and the economy are all considered during project planning for the Harris Road Underpass Project.

12.2 Public Engagement Commitments

Regarding public engagement with respect to the Harris Road Underpass Project, the parties commit to:

- (a) providing opportunities for the public to inform design;

- (b) providing clear information to the public on how input is being used in to influence the decision(s);
- (c) conducting early outreach to directly affected parties, in coordination with the City's Civic Engagement Policy and Framework; and
- (d) taking a proactive approach to identifying, mitigating and managing construction concerns and impacts where technically warranted and feasible.

12.3 Consultation Strategy and Communications Protocol

The parties will develop and comply with a mutually agreed upon consultation strategy and communications protocol with respect to the Harris Road Underpass Project that addresses:

- (a) points of contacts for all parties to manage public inquiries;
- (b) public information materials and postings, which include coverage area, format, graphics, language, etc.;
- (c) open house(s) and/or workshop sessions;
- (d) methods to reach out, gather, review, and assess public input which may include forums, meetings, questionnaires and surveys;
- (e) recommendation on addressing sensitive issues; and
- (f) other forms of public engagement (i.e., media, door knocking, local events, virtual/remote engagement methods),

and that otherwise implements or satisfies the requirements of Schedule E.

12.4 Recognition of Canada's Contribution

The parties shall ensure Canada's contribution is acknowledged in all signage and public communication produced as part of the Harris Road Underpass Project in a manner acceptable to Canada, unless VFPA communicates in writing to the other parties that this acknowledgement is not required.

12.5 Official Languages

- (a) The parties will ensure that information on the Harris Road Underpass Project is developed and is available in both official languages, if requested, when intended for the information of, or use by the public.
- (b) The parties will communicate in such a manner as to address the needs of both official language communities.

13.0 TERM

13.1 Term

This agreement will take effect on the date that this agreement is fully executed and subject to Section 13.2 remain in force for a period of five (5) years or until the Project Completion Date, whichever period is less.

13.2 Termination

- (a) If:
- (i) all applicable approvals for the Harris Road Underpass Project are not received;
 - (ii) the parties do not enter into any one of the agreement(s) referred to in Section 9.1 or in Section 9.2 within the timeframes required under this agreement, or if VFPA or CPR determine that satisfactory progress towards finalizing any of such agreements is not being made;
 - (iii) the VFPA-CP Funding Agreement is terminated;
 - (iv) a party is in material breach of its obligations under this agreement and such material breach continues for sixty (60) days following receipt of notice of such material breach from another party;
 - (v) VFPA or CPR determines the Harris Road Underpass Project cannot be completed in accordance with the applicable cost estimate set out in Schedule B; or
 - (vi) CPR determines the CPR Delivery Component cannot be completed in accordance within overall project affordability limits,

then, subject to resolving any applicable dispute in accordance with Section 16.0, any party may terminate this agreement upon providing the other parties with sixty (60) days prior written notice, otherwise the parties may terminate this agreement at any time by mutual agreement.

- (b) If this agreement is terminated and the Harris Road Underpass Project is abandoned as a result of a material breach committed by the City of its obligations under this agreement, and such material breach is within the reasonable control of the City including as exercised by City Council, then the City shall be responsible to pay for one-third (33.3%) of the applicable VFPA Delivery Components costs incurred by VFPA in relation to the Harris Road Underpass up to and including the date of issuance of notice of termination, up to a maximum value payable by the City of \$2,000,000. Such amount will be payable by the City to VFPA within 120 days from the issuance of the notice of termination.
- (c) Subsection (b) will not apply in the event that:
- (i) the City, acting reasonably and in accordance with Section 5.3, assesses that the Project scope includes insufficient noise and vibration mitigation measures;
 - (ii) CPR or VFPA are in material breach of the terms of this Agreement, and such material breach is within the reasonable control of CPR or VFPA, respectively;

- (iii) any required long-term roadway closures to facilitate construction of the Harris Road Underpass Project are determined to be unmanageable within the community from a safety or access perspective; or
 - (iv) discretionary scope modifications by VFPA or CPR during the design development process for the Harris Road Underpass Project result in an increase of 50% or more, in the City's anticipated costs for asset ownership, operations and maintenance (as compared to the Spring 2019 estimate).
- (d) If this agreement is terminated for any reason, except to the extent the City is responsible for costs pursuant to subsection (b) above, the responsibility of CPR and VFPA for costs will be governed by the VFPA-CP Funding Agreement.

14.0 NOTICES

14.1 Notices

Any notice or communication required or permitted to be given under the agreement will be in writing and will be considered to have been sufficiently given when delivered by registered mail or by hand or, subject to the conditions set out below, transmitted by electronic transmission to the electronic mail address of each party set out below:

- (a) if to the City:

12007 Harris Road
Pitt Meadows, British Columbia V3Y 2B5
Attention: Samantha Maki, Director of Engineering & Operations
Email: smaki@pittmeadows.ca

- (b) if to CPR:

7550 Ogden Dale Road S.E.
Calgary, Alberta T2C 4X9
Attention: [REDACTED] Director, Industrial Development
Email: [REDACTED]

- (c) if to VFPA:

100 The Pointe, 999 Canada Place
Vancouver, British Columbia V6C 3T4
Attention: Devan Fitch, Director, Infrastructure Delivery
Email: devan.fitch@portvancouver.com

or to such other address as any party may, from time to time, designate in the manner set out above. Any notice or communication sent by electronic transmission will be deemed to have been delivered when:

- (d) it enters an information processing system that the recipient has designated or uses for the purpose of receiving email or information of the type sent and from which the recipient is able to retrieve the email; and
- (e) it is in a form capable of being processed by that system.

An email is deemed to be delivered under this Section even if no individual with the recipient is aware of its delivery.

15.0 CONFIDENTIALITY

15.1 Confidentiality

The parties will keep confidential this agreement and all matters relating to or arising out of the agreement (collectively, "Confidential Information") and will not disclose Confidential Information to any third parties. Notwithstanding the foregoing, disclosure of Confidential Information may be made:

- (a) with the prior written consent of all of the other parties, or the party that originally disclosed such Confidential Information to the other parties (as applicable); and
- (b) as otherwise required or permitted by Laws,
- (c) if disclosure is sought pursuant to Laws, the party that disclosure is sought from shall provide reasonable notice to the other parties of the request for disclosure and will make all reasonable efforts to limit the extent of such disclosure (including, if requested by another party, by affording such other party a reasonable opportunity to take such legal action as would prevent or limit such disclosure)

15.2 Exceptions to Confidentiality Obligations

The obligations of confidentiality described in Section 15.1 will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of this agreement;
- (b) information which a party already possessed before commencing to participate in the Project;
- (c) information which is received from a third party without a known breach of any obligation of confidence by such third party;
- (d) a redacted copy of this agreement as outlined in Section 15.3; or
- (e) information which is independently developed without the use of the Confidential Information.

15.3 Publication of this Agreement

- (a) The parties acknowledge and agree that following the execution of this agreement, VFPA will prepare and make available to all of the parties a redacted electronic copy of this agreement for publication (the "Redacted Copy"). The Redacted Copy shall not include any information that may be of a confidential, proprietary or commercially sensitive nature, including but not limited to trade secrets, financial, commercial, scientific or technical information. For greater certainty, the Redacted Copy shall not include the information contained Sections 5.6, 5.7, Schedule B and Schedule C. Any

information not included in the Redacted Copy shall continue to remain as Confidential Information in accordance with the provisions of Section 15.1.

- (b) The parties agree that the Redacted Copy may be proactively released publicly by each of the parties following the execution of this agreement by all of the parties. Further, no party shall publish or make publically available any other version of this agreement other than the Redacted Copy prepared by the VFPA and any other version or any component of this agreement shall be subject to the provisions of Section 15.1.

16.0 DISPUTE RESOLUTION

16.1 Dispute Resolution

- (a) For the purposes of this Section, a dispute occurs between any of the parties when a difference exists between them as to the interpretation, application or administration of this agreement.
- (b) If any dispute arises under this agreement, the parties will attempt to make timely decisions regarding resolution of any dispute in an efficient, cost-effective manner.
- (c) Subject to Laws, each party will disclose to the other party a summary of the matters in dispute, including all relevant information and documents regarding such dispute, with the intent that the parties resolve such dispute within 10 Business Days of the dispute arising (or within such other time period agreed to by the parties) through amicable negotiations, failing which, the parties will refer the dispute to the Project Committee for resolution.
- (d) If a dispute under this agreement is not resolved under subsection (c) above within 10 Business Days (or within such other time period agreed to in writing by the parties), the dispute will be referred to the Steering Committee.
- (e) If a dispute under this agreement is not resolved under subsection (d) above within 10 Business Days (or within such other time period agreed to in writing by the parties), the dispute will be referred to the Chief Administrative Officer of the City, AVP Market Strategy and Demand Management of CPR and to the Vice President, Infrastructure of VFPA, to resolve such dispute on behalf of all parties to this agreement. Where a dispute arises under this agreement and such dispute relates only to matters as between CPR and VFPA, then such dispute shall only be referred to representatives of CPR and VFPA and such representatives shall inform the City's representative of the outcome of the process outlined in subsection (e).
- (f) If a dispute under this agreement is not resolved under subsection (e) above within 10 Business Days or within such other time period agreed to in writing by the parties, any party may, at its election:
 - (i) commence proceedings in respect of the dispute in the courts of British Columbia and for the purposes of certainty, the provisions of Section 18.8 will apply to such litigation; or
 - (ii) with the prior written agreement of the other parties, refer the dispute to be resolved by final and binding arbitration conducted by a sole arbitrator appointed under the British Columbia *Arbitration Act*. The parties will agree on the arbitrator or, failing agreement, the arbitrator will be appointed in

accordance with the rules of the British Columbia International Commercial Arbitration Centre and the *Arbitration Act*.

- (g) The cost of the arbitration referred to in subsection (f)(ii) will be shared equally by the applicable parties in dispute and the arbitration will be governed by the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia and, unless the parties otherwise agree, the place of arbitration will be Vancouver, British Columbia. For clarity, where a dispute does not involve all of the parties, then only the parties subject to a dispute and seeking resolution of the dispute through arbitration will be responsible to share such arbitration costs.
- (h) In the event that VFPA is required to litigate or arbitrate any dispute relating to the Project with a third party, the other parties agree to provide to VFPA such reasonable assistance in connection with such dispute as VFPA may request from time to time, including providing to VFPA such documentary and oral evidence relating to such dispute as VFPA may reasonably request, and VFPA will reimburse the other parties (as applicable) for their reasonable costs and expenses incurred in providing such assistance. Without limiting VFPA's rights at law or in equity, nothing in this subsection will require the other parties to become a party to any such litigation or arbitration.
- (i) In the event that CPR is required to litigate or arbitrate any dispute relating to the Project with a third party, the other parties agree to provide to CPR such reasonable assistance in connection with such dispute as CPR may request from time to time, including providing to CPR such documentary and oral evidence relating to such dispute as CPR may reasonably request, and CPR will reimburse the other parties (as applicable) for their reasonable costs and expenses incurred in providing such assistance. Without limiting CPR's rights at law or in equity, nothing in this subsection will require the other parties to become a party to any such litigation or arbitration.

17.0 RECORDS AND AUDIT

17.1 Record Keeping

Each party shall keep proper and accurate financial accounts and records, invoices, statements, receipts, and vouchers, in respect of the Project until the later of the Project Completion Date and December 31, 2032.

17.2 Access

Subject to Laws, each party shall ensure that Canada, the Auditor General of Canada, and their designated representatives have reasonable access, at no cost, to the Project sites, facilities and any documentation of the parties for the purpose of audit, evaluation, inspection and monitoring compliance with this agreement.

18.0 GENERAL

18.1 Severability

Each provision of this agreement is severable. If any provision of this agreement is to any extent invalid or unenforceable, the remainder of this agreement will not be affected and each remaining provision of this agreement will be separately valid and will be enforceable.

18.2 Relationship of the Parties

No provision of this agreement and no action by the parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between or among any of the parties.

18.3 Not Agent of Her Majesty

VFPA is entering into this agreement on its own behalf and not as agent of Her Majesty in Right of Canada.

18.4 Further Assurances

The parties will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to this agreement or for the purpose of establishing compliance with the obligations of this agreement.

18.5 Assignment and Enurement

No party may assign the agreement without the prior written consent of the other parties, which consent may be arbitrarily withheld. Subject to the foregoing, the agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

18.6 Compliance with Laws

Without limiting any other provision of this agreement, the parties shall comply with all Laws.

18.7 Governing Law

This agreement will be governed by and construed in accordance with the applicable laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

18.8 Attornment

For the purposes of any legal actions or proceedings brought by any party against any other party, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment of such courts and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

18.9 Rights and Remedies Cumulative

All rights and remedies under this agreement (unless otherwise specified in this agreement as exclusive rights and remedies) are cumulative and in addition to other rights or remedies available under this agreement, at law or in equity.

18.10 Amendments

No amendment to this agreement will be binding on the parties, unless made in writing and signed by the authorized representatives of all parties.

18.11 No Waiver

No party shall be deemed to have waived the exercise of any right that it holds under this agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.

18.12 Survival

The parties' rights and obligations in this agreement, including those under Sections 1.4, 1.5, 1.6, 1.7, 13.0, 15.0, 16.0 and 17.0, and any other provisions, which by their nature, extend beyond the termination of this agreement will continue as valid and enforceable obligations of the parties notwithstanding any such termination.

18.13 Costs and Expenses

Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this agreement and any related agreements, instruments and documents.

18.14 Counterparts

This agreement may be executed and delivered in any number of counterparts, including by fax (or similar electronic means, including via pdf) each of which when so executed and delivered will be deemed to be an original and such counterparts together will be one and the same instrument.

(remainder of page left intentionally blank – signature page to follow on next page)

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

Signed and delivered by the **CITY OF PITT MEADOWS** by its authorized signatory:

Bill Dingwall Kate Barchard
Bill Dingwall, Mayor Kate Barchard, Corporate Officer

December 15, 2021
Date

Signed and delivered by the **CANADIAN PACIFIC RAILWAY COMPANY** by its authorized signatory:

Jeff Edwards JEFF EDWARDS

DEC. 17, 2021
Date

Signed and delivered by the **VANCOUVER FRASER PORT AUTHORITY** by its authorized signatories:

President & CEO Robin M. Silvester
Digitally signed by Robin Silvester
Date: 2021.12.22 13:40:43 -08'00'

Date: MG

Corporate Secretary

2021-12-21
Date

**SCHEDULE A
APPROVAL MATRIX**

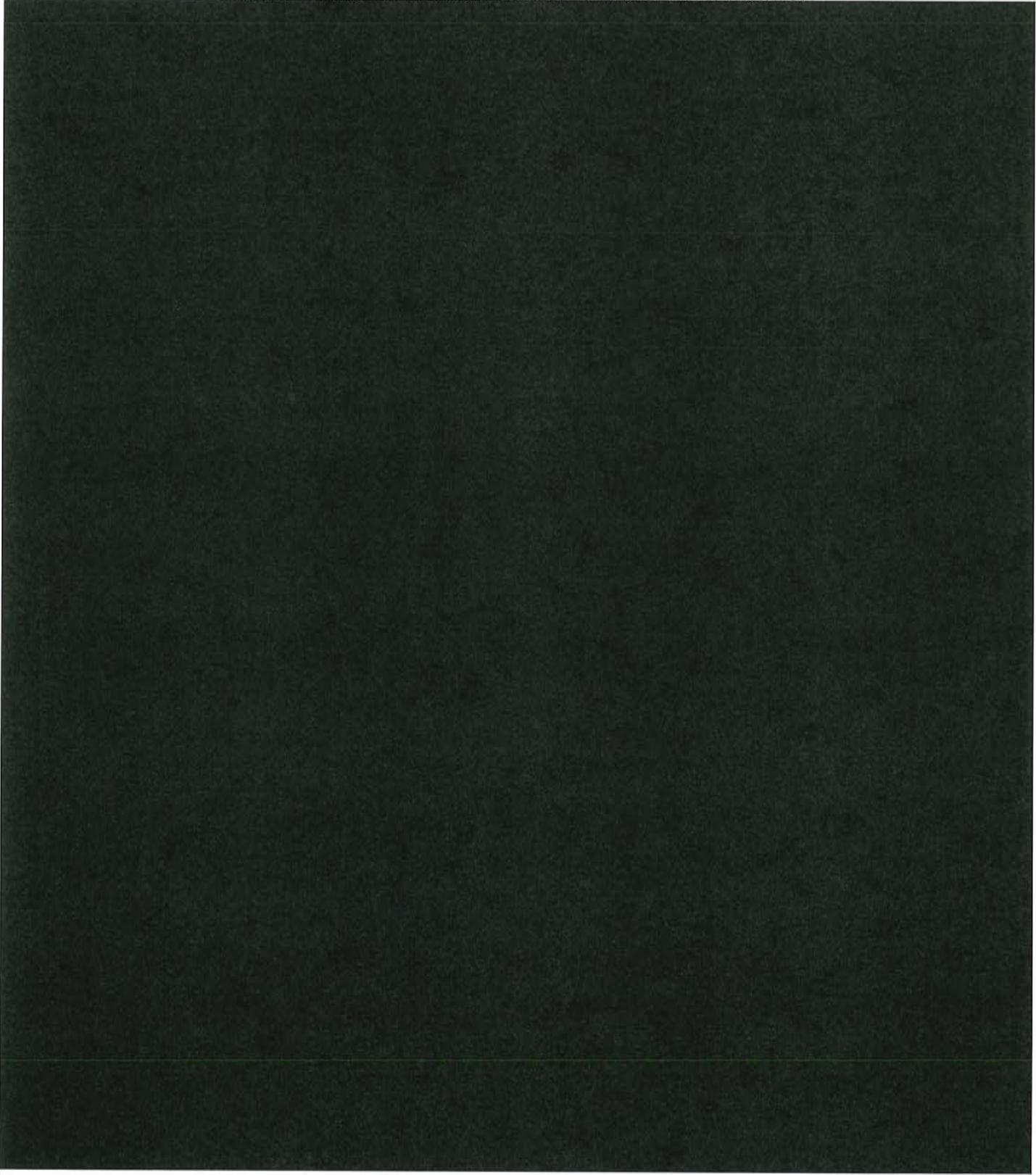
(For greater certainty, each response period for a party outlined in the table below will commence following the delivery of a document by the VFPA to the specific party or committee identified or following the commencement of a specified event).

Document or Event	Action Required	Action By	Response Period (Number of Business Days)
1. Project Execution Plan (including Amendments) as further described in Schedule G			
Project Execution Plan, excluding the following sections: 1. Introduction 2.3 Budget 3.2 Agreements 4.4 Project Budget 4.9 Project Procurement 4.12 Change Management	Review, Comment and Approve	VFPA-CPR:City Steering Committee	15
Project Execution Plan sections 1, 2.3, 3.2, 4.4, 4.9 and 4.12.	Review, Comment and Approve	VFPA-CPR Steering Committee (CoPM will be provided the opportunity to Review and Comment on the Change Management (non-financial) elements	15
2. Project Scope & Design			
Land Acquisition Plan	Review, Comment and Approve	VFPA-CPR:City Steering Committee	20
Noise and Vibration Mitigation Scope	Review, Comment and Approve	VFPA-CPR:City Steering Committee	25
Key design deliverables during the preconstruction phase for the Harris Road Underpass Project	Review, Comment and Approve	Project Committee	15

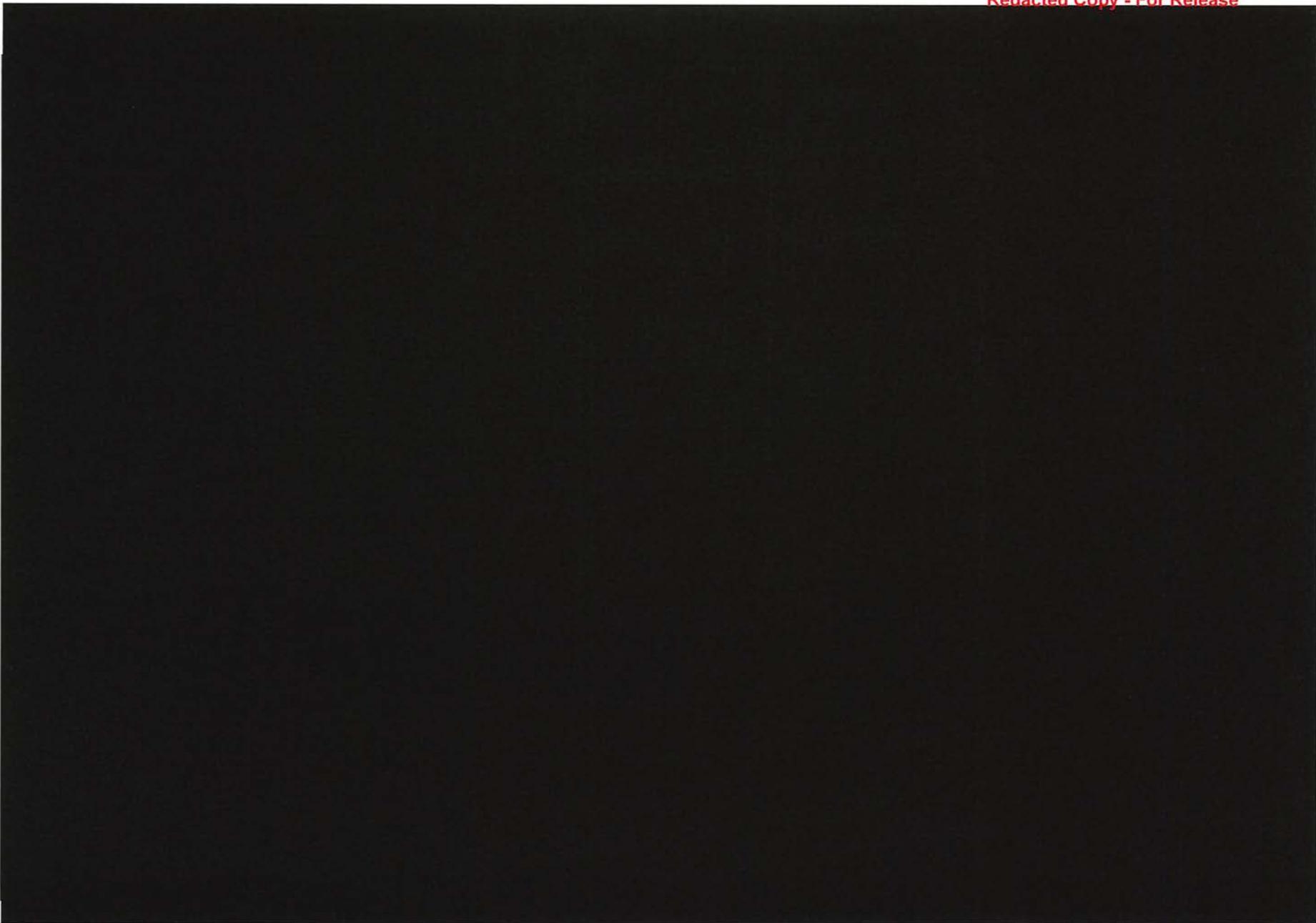
Document or Event	Action Required	Action By	Response Period (Number of Business Days)
(to be defined in the Design Build RFP)			
Additional technical deliverables related to Traffic Management, Environmental Management, Noise and Vibration assessments, Health and Safety Management, or Urban Design, Sustainability	Review, Comment and Approve	Project Committee	15
3. Procurement and Contract Award			
Design-Build RFP Packages – Harris Road Underpass Project	Review, Comment and Approve	VFPA-CPR:City Steering Committee	15
Involvement in the RFP process, including review of proposals and identification of preferred proponent(s)	Review and Comment	VFPA-CPR Steering Committee (the City will be provided the opportunity to review and comment on the technical (non-financial) elements of the preferred proponent’s RFP submission)	15
Pre-Construction Services Contract Award(s)	Review, Comment and Approve	VFPA-CPR Steering Committee (the City may Review and Comment on the technical (non-financial) elements of this contract)	15

Document or Event	Action Required	Action By	Response Period (Number of Business Days)
Design Build Agreement (subject to Final Investment Decision)	Review, Comment and Approve	VFPA-CPR:City Steering Committee	15
4. Project Financials			
Class D Cost Estimate attached in Schedule B	Accepted upon execution of this agreement		
Budget re-baseline at Functional Design Completion (as defined in the Project Execution Plan)	Review, Comment and Approve	VFPA-CPR Steering Committee	15
Contract changes which result in incremental cost to CPR of \$100k or more, or exceed contingency allowance established as part of budget re-baselining	Review, Comment and Approve	VFPA-CPR Steering Committee	15
5. Project Schedule			
Baseline project schedule	Accepted as part of approval of the Project Execution Plan		
Changes to Project Completion Date	Review, Comment and Approve	VFPA-CPR Steering Committee	15
6. Project Reporting			
Monthly status reports excluding project financials (scope, schedule, permits, health, safety, environment, risk and issue updates)	Review, Comment & Approve	Project Committee	5
Monthly status reports of project financials, including contracts and change order summaries.	Review, Comment & Approve	VFPA-CPR Steering Committee	5

**SCHEDULE B
PROJECT BUDGET AND ANTICIPATED COST BREAKDOWN**



SCHEDULE C
Property Impacts, Land Acquisitions and Transfers



SCHEDULE D
CPR ACCESS, SAFETY AND SECURITY PROTOCOLS

1. Access Protocols: In order to ensure compliance with applicable laws, the safety of VFPA personnel, CPR's employees and Railway Operations, VFPA (or any VFPA contractor) access to CPR's property (including clearance zones) will be subject to the following conditions:

- a) VFPA shall deliver notice to CPR by contacting CPR's designated representative not less than five (5) Business Days prior (or such longer period as CPR may reasonably determine from time to time to ensure flagging protection and all safety measures can be scheduled) to the date upon which VFPA seeks to enter CPR's property (noting that to bid a flagging position 30 days' notice is required), together with such other information as CPR may reasonably require;
- b) no work of any nature shall be undertaken without scheduled flagging protection, unless otherwise agreed in writing by CPR;
- c) four weeks minimum shall be required for track blocks for girder lifts;
- d) VFPA shall contact CPR's "Call Before You Dig desk" at 1-888-248-4410 not less than five (5) Business Days prior to the proposed access date to determine the location of any of CPR utility works or structures under or on CPR's property; and
- e) VFPA shall provide notice to and obtain consents from owners of utility works (including third party fibre systems) who may be affected by the proposed work, including those third parties who are required to give consents to protect and/or relocate such utilities.

2. Safety and Security Requirements. In addition to Section 1 of this Schedule, the parties agree that any work carried out on or over CPR's property will be subject to the following safety and security conditions:

- a) VFPA shall be solely responsible for ensuring the safety and health of its personnel (and the personnel of any VFPA contractor) and for compliance with all applicable laws and occupational health and safety requirements pursuant to the *Workers Compensation Act* (British Columbia);
- b) CPR may require VFPA to ensure its contractors and subcontractors performing work at the site comply with CPR's security requirements in order to comply with regulatory directives and requirements;
- c) VFPA shall, at its sole cost, adhere to CPR's safety requirements and such other reasonable applicable safety stipulations and rules as communicated by CPR from time to time, and ensure that it has a Safety and Emergency Response Plan which includes practices and procedures that are at least as stringent and comprehensive as the CPR safety requirements;

- d) VFPA shall be responsible for developing, implementing and maintaining its own Safety and Emergency Response Plan for the project site for its personnel (including its contractor's personnel) and for ensuring that such personnel understand and comply with the practices and procedures set out in such plan. In addition to the minimum requirements stipulated in Subsection 2 c) of this Schedule, the Safety and Emergency Response Plan must include:
- e) reporting and response procedures in the event of an incident or accident;
 - i) emergency response service providers and contacts and their phone numbers; and
 - ii) incident reporting phone numbers, including phone numbers for CPR incident reporting and local CPR personnel.
- f) VFPA and its personnel (including any VFPA contractor) shall adhere to the directions of any CPR flagpersons, inspectors and supervisory personnel (including engineering and technical support) as CPR may require to supervise any work on CPR property. Instructions may include orders with respect to security restrictions, safety requirements or emergency situations.
- g) Notwithstanding CPR's consent to commence construction and provide access to CPR property, if an emergency situation arises over, on or under CPR's property (including any derailment or an emergency situation with any utility), or the presence of VFPA (or any VFPA contractor) or their activities are causing an interference with Railway Operations, CPR may direct that VFPA (or its contractor) exit from CPR's property for such period of time as CPR deems appropriate. In CPR's sole opinion, any interference with Railway Operations caused by VFPA (or its contractor) must be remedied to CPR's satisfaction prior to CPR allowing VFPA or its contractor to resume access to CPR's property. CPR shall not be responsible for any costs incurred by VFPA (or VFPA's contractor) for any delays to the work, construction schedule or construction costs due to an evacuation or shutdown pursuant to this section.
- h) VFPA shall immediately notify CPR and the City if an emergency situation or interference with Railway Operations on, over or under CPR's property occurs.
- i) Any machinery or equipment used for the work must meet applicable safety regulations and requirements. Neither VFPA nor its contractor shall be permitted to store any fuel, oil or lubricants on CPR's property or permit any fueling or servicing of any machinery or equipment on CPR's property.
- j) VFPA shall not cause, suffer or permit the use of CPR's property by any person other than the VFPA personnel (or the personnel of the VFPA contractor) that are required for the work.
- k) VFPA shall be solely responsible, at its own cost and expense, for the installation and maintenance of construction security fences and lockable gates, as directed by CPR. VFPA shall keep gates locked, except when entering or exiting from the

project site, to secure the site from entry by members of the public and trespassers.

- l) The VFPA shall ensure that its personnel (and the personnel of its contractor) entering onto the project site display proper identification for security purposes.
- m) VFPA shall ensure that its personnel comply with CPR's "Minimum Safety Requirements for Contractors on Railway Property" a copy of which is attached hereto.

SCHEDULE E COMMUNICATIONS PROTOCOL

1. PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the parties with respect to communications activities related to the Project.

This Communications Protocol will guide all communications activity planning, development and implementation with a view to ensuring aligned, efficient, structured, continuous and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all communications activities related to any funding received from the National Trade Corridors Fund ("Program"). The Project is funded under the Federal Funding Agreement. Such communications activities may include, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

2. GUIDING PRINCIPLES

The parties recognize the importance of managing the delivery of coherent communications activities based on the principle of transparent and open discussion and collaboration.

Communications activities undertaken through this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits from each party and Canada.

The communication activities undertaken jointly by Canada and the parties should recognize the funding of all contributors to the Project.

3. GOVERNANCE

At Canada's request, the parties and Canada may form a communications subcommittee that will be responsible for preparing the Project's communications plan and overseeing its implementation.

4. PROGRAM COMMUNICATIONS

The parties acknowledge that Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

The parties acknowledge that Canada and the parties may also include general program messaging and an overview of the Project as an example in their own communications products and activities. Such party undertaking these activities will recognize the funding of the other parties and Canada.

The parties agree that they will not unreasonably restrict the other party or Canada or other funding contributors from using, for their own purposes, public communications products

related to the Project that were prepared collectively or individually by the parties and Canada, and if web-based, from linking to them.

5. OPERATIONAL COMMUNICATIONS

Each party is solely responsible for its own operational communications with respect to the Project, including construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada and VFPA will share information promptly with the other parties should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

6. MEDIA EVENTS AND PROJECT ANNOUNCEMENTS

Media events include, news conferences, public announcements, official events or ceremonies, and news releases.

The parties agree to have regular media events about the funding and status of the Project. Key milestones may be marked by public events, news releases and/or other mechanisms.

Any of VFPA, CPR, Canada or the other funding contributors may request a media event.

Media events related to the Project will not occur without the prior knowledge and agreement of VFPA, CPR and Canada.

The requestor of a media event will provide at least 15 Business Days of notice to the other parties and Canada of its intention to undertake such an event. The parties will agree with each other and Canada on the event location and date.

The party undertaking these activities will provide the opportunity for the other parties and Canada to participate through a designated representative and will recognize the funding of all contributors. The parties will choose their own designated representative.

The conduct of all joint media events and products will follow the Table of Precedence for Canada as outlined on the Canadian Heritage website.

All joint communications material related to media events must be approved by Canada and recognize the funding of the parties (Canada, Provinces/Territories and others as appropriate).

All joint communications material must reflect Canada's Policy on Official Languages and the Federal Identity Program.

7. SIGNAGE

Any of VFPA, CPR, Canada and the other funding contributors may each have a sign recognizing their funding contribution to the Project.

Unless otherwise agreed upon by Canada, the parties will produce and install a federal sign to recognize federal funding at the Project site in accordance with current federal signage guidelines. Federal signage will be at least equivalent in size and prominence to project signage for contributions made by other orders of government. The current federal sign design, content, and installation guidelines will be provided by Canada.

Where the parties decide to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The parties agree to inform Canada of federal sign installations.

Federal signage should be installed at the Project site 30 Business Days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 Business Days after the substantial completion date of the Project.

Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

8. COMMUNICATIONS COSTS

The eligibility of costs related to communication activities that provide public information on this agreement will be subject to the Federal Funding Agreement and must be agreed to in advance by Canada.

9. DISPUTES, MONITORING AND COMPLIANCE

The Project Committee will monitor the parties' compliance with this Schedule, and may, at its discretion, advise the parties of issues and required adjustments. Should there be any disagreement or contentious issues, Section 16.0 of the agreement will be followed.

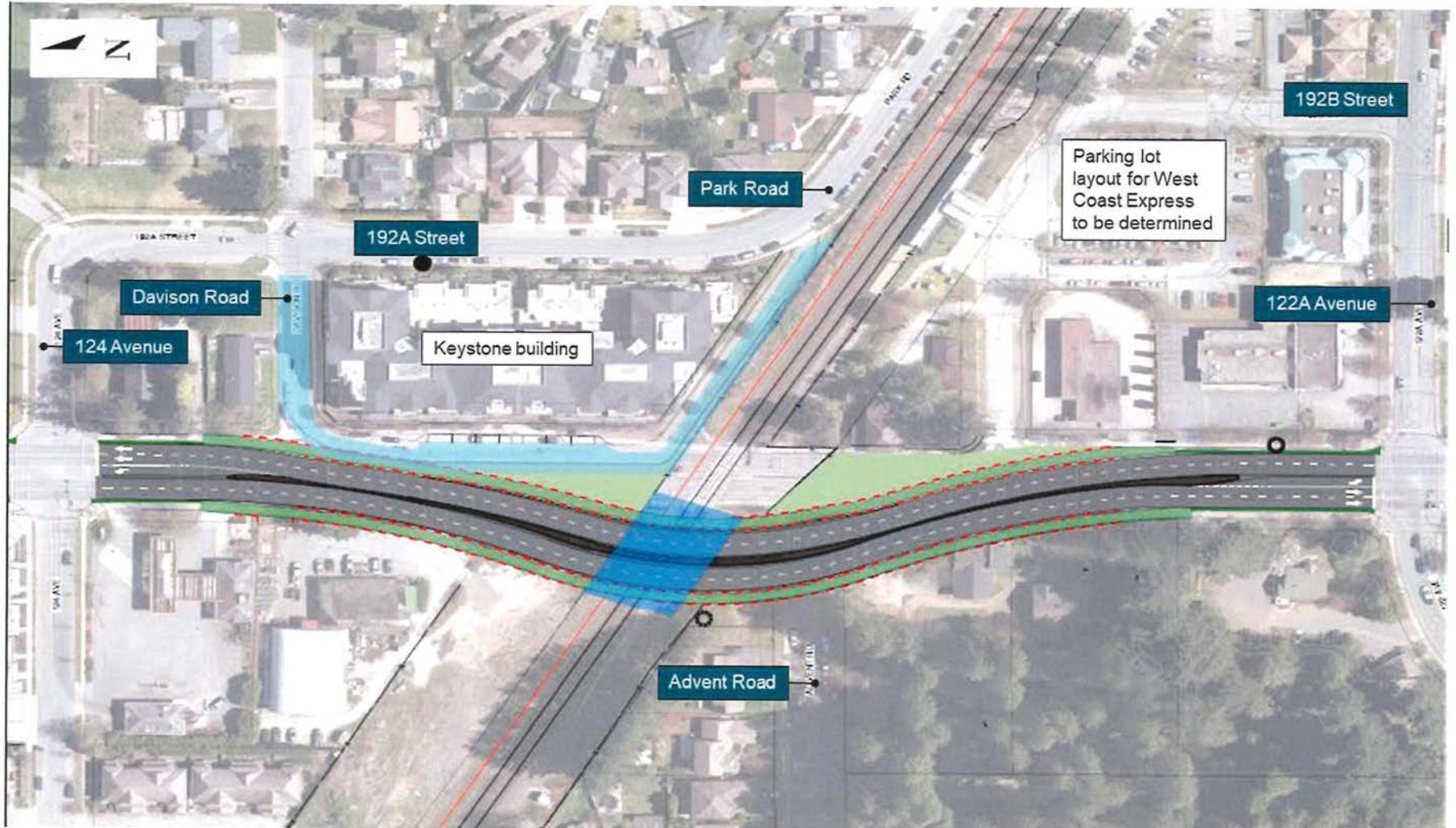
10. ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, each of the parties may, at their own cost, organize an advertising or public information campaign related to the Program or the Project. However, such a campaign must respect the provisions of this agreement. In the event of such a campaign, each party agrees to inform the other party of its intention, no less than 20 Business Days prior to the campaign launch.

**SCHEDULE F
INDICATIVE CONCEPT**

The following drawing is indicative and for illustrative purposes only. It does not represent the final design of the Harris Road Underpass Project, and may not necessarily comply with the details outlined in Section 5.0 of the agreement.

**HARRIS UNDERPASS – OFFLINE CONCEPTUAL DESIGN
INDICATIVE ONLY**



**SCHEDULE G
PROPOSED PROJECT EXECUTION PLAN CONTENT**

The following table provides an overview of the proposed framework and content that will be developed within the Project Execution Plan, which will apply to the delivery of the Harris Road Underpass Project. Each party's responsibility to review, comment and approve the content is described in Schedule A.

Content
1. Introduction
1.1. Purpose
1.2. Guiding Policies and Documents
1.3. Relationship with Program and Project Charter
1.4. Relationship with Program Execution Plan
1.5. Project Description
2. Project Baselines
2.1. Scope
2.2. Schedule
2.3. Budget
2.4. Risk
3. Delivery Strategy
3.1. Project Lifecycle
3.2. Agreements
3.3. Interface Management
3.4. Project Procurement & Construction Phasing
3.5. Design Management
3.6. Traffic Management
3.7. Indigenous Groups Engagement & Participation
3.8. Permitting and Regulatory Approvals
3.9. Sustainability
3.10. Real Property
3.11. Public Engagement
3.12. Community Benefits
3.13. Organization
3.14. Project Meetings
4. Project Requirements and Management Practices
4.1. Overview
4.2. Project Scope
4.3. Project Schedule
4.4. Project Budget
4.5. Project Risks and Issues
4.6. Project Quality
4.7. Project Health and Safety
4.8. Project Environment
4.9. Project Procurement
4.10. Project Communication and Engagement
4.11. Project Records and Information
4.12. Change Management
5. Project Acceptance and Closure
5.1. Handover and Asset Management
5.2. Project Closure
5.3. Lessons Learned
6. Artefacts