

THE CITY OF EDMONTON
PROJECT AGREEMENT
VALLEY LINE LRT – STAGE 1

Schedule 3

Construction Schedule

***Edmonton Valley Line LRT – Stage 1
Project Agreement – Execution Version
Schedule 3 – Construction Schedule
Date: February 8, 2016***

SCHEDULE 3

CONSTRUCTION SCHEDULE

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Schedule 3

CONSTRUCTION SCHEDULE

1. Diligent Performance of Project Work

Project Co shall:

- (a) commence the Project Work promptly following the Effective Date;
- (b) pursue the Project Work diligently so as to achieve each event for which a specified timeframe or deadline is identified in this Agreement, whether or not described as a “milestone”, at or before the time specified therefor, as such time may be modified from time to time in accordance with the terms of this Agreement; and
- (c) perform the Project Work in material conformity with the Construction Schedule, as it may be amended from time to time in accordance with Section 3 [*Construction Schedule*] of this Schedule.

2. Not Used

3. Construction Schedule

3.1 Submission Requirements

- (a) Within 30 days after the Effective Date, Project Co shall prepare and submit to the City a preliminary construction schedule detailing all Design and Construction activities scheduled to occur within the first 270 days after the Effective Date (the “**Preliminary Construction Schedule**”).
- (b) Within 180 days after the Effective Date, Project Co shall prepare and submit to the City a comprehensive construction schedule detailing all Design and Construction activities to be performed throughout the Construction Period (the “**Baseline Construction Schedule**”).
- (c) Project Co shall prepare and submit to the City a revised construction schedule (each, a “**Revised Construction Schedule**”), detailing the revised schedule for performance of all Design and Construction activities to be performed throughout the Construction Period:
 - (1) as soon as practicable following:
 - (A) the occurrence of a Relief Event or a Force Majeure Event for which adjustment of the Construction Schedule is provided;
 - (B) receipt of a Change Directive that is anticipated to impact the Construction Schedule;

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- (C) receipt of a Change Order Confirmation that provides for adjustment of the Construction Schedule;
 - (D) Not used.; or
 - (E) any other event or circumstance resulting in the actual progress of the Project Work not conforming with the Construction Schedule in any material respect, which for greater certainty shall constitute a Nonconformity; and
- (2) concurrently with submission of:
- (A) each Public Art Integration Schedule in accordance with Section 4(d) *[Public Art Integration Schedule]* of this Schedule; or
 - (B) an Advance Start-up Notice in accordance with Section 14.1 *[Advance Start-Up Notice]* of Schedule 4 *[Design and Construction Protocols]*, confirming an anticipated Service Commencement Date which is earlier than the then current Target Service Commencement Date.
- (d) Without limiting Sections 3.1(a) to 3.1(c) *[Submission Requirements]* of this Schedule, Project Co may also make amendments to the Construction Schedule from time to time by submitting a Revised Construction Schedule to the City.
- (e) For the purpose of this Agreement, a reference to the “**Construction Schedule**” shall mean the Preliminary Construction Schedule, the Baseline Construction Schedule or a Revised Construction Schedule, whichever is then current.

3.2 Construction Schedule Requirements

- (a) The Preliminary Construction Schedule, the Baseline Construction Schedule and each Revised Construction Schedule shall:
- (1) be in accordance with Good Industry Practice and consistent with:
 - (A) the Project Management Body of Knowledge (PMBOK Guide) – current edition from the Project Management Institute;
 - (B) the Practice Standard for Scheduling – current edition from the Project Management Institute; and
 - (C) the American Association of Cost Engineering (AACE) International Recommended Practices – current edition,
 applicable for a project of the nature, size and complexity of the Project;

- (2) satisfy the Design and Construction Requirements;
- (3) be in sufficient detail so as to enable the City to resource itself appropriately;
- (4) be prepared using Primavera Professional (P6) scheduling software or other equivalent software that is compatible with, and can be read using, Primavera Professional (P6) scheduling software. The software file shall be submitted in its native format;
- (5) include a PDF version of the schedule that:
 - (A) is legible when printed on 11x17 paper;
 - (B) contains the following columns, as a minimum:
 - (i) task ID;
 - (ii) task name;
 - (iii) task duration;
 - (iv) task start date;
 - (v) task finish date;
 - (vi) task predecessors; and
 - (vii) task successors;
- (6) include activity identifiers for all scheduled activities;
- (7) include all events for which a specified timeframe or deadline is identified in this Agreement, whether or not described as a “milestone”;
- (8) identify the critical path;
- (9) include any City activity that has an expressly stated timeline under this Agreement;
- (10) include a separate Public Art Integration Schedule, or a copy of the Preliminary Public Art Integration Schedule, if applicable, for each Public Art installation, prepared in accordance with Section 4 [*Public Art Integration Schedule*] of this Schedule;
- (11) include all URP Work, Future URP Work once known, and coordination tasks with URP Companies;

- (12) include the relevant dates with respect to the acquisition of any Additional Lands;
 - (13) not extend the Target Service Commencement Date or the Long Stop Date (except to reflect any extension of such date(s) agreed or otherwise determined in accordance with this Agreement);
 - (14) provide for the Project Work to be commenced and pursued diligently in accordance with Section 1 [*Diligent Performance of Project Work*] of this Schedule;
 - (15) include a separate LRV construction schedule detailing all Design and Construction activities associated with the LRVs, including each of the LRV milestones set out in Section 16.2.2 [*Payments for LRVs*] of Schedule 16 [*Payment Mechanism*]; and
 - (16) clearly show each material scope element of each Work Package.
- (b) Each Revised Construction Schedule shall also clearly identify all deviations (positive or negative) from the Baseline Construction Schedule, and include a narrative explanation of the cause(s) of each such deviation with particular reference to reasons behind any changes to the critical path.
 - (c) In the circumstances described in Section 3.1(c)(1)(E) [*Construction Schedule*] of this Schedule, a copy of the applicable NCR shall be submitted with the Revised Construction Schedule.

4. Public Art Integration Schedule

- (a) The version of the Public Art Integration Schedule submitted with the Preliminary Construction Schedule shall set out a detailed installation window (earliest start date and date by which installation work must be completed in order to avoid impacting the critical path for the Construction) for each Public Art installation, and where the Public Art installation includes glazing or glass panels containing Public Art, the delivery date within such installation window for such glazing or glass panels (together, "**Preliminary Public Art Integration Schedule**").
- (b) Where a Draft Public Art Call includes more than one Public Art opportunity for a site, the Preliminary Public Art Integration Schedule shall provide a separate installation window, and where the Public Art installation includes glazing or glass panels containing Public Art, the delivery date within such installation window for such glazing or glass panels, for each Public Art opportunity.
- (c) Each Public Art installation window shall provide the widest possible opportunity for installation of the applicable work of Public Art, provided that under no circumstances shall any Public Art installation window:

- (1) commence earlier than the applicable date specified in Section 2-7 [*Public Art*] of Schedule 5 [*D&C Performance Requirements*]; or
 - (2) be shorter than the applicable period described in Section 2-7 [*Public Art*] of Schedule 5 [*D&C Performance Requirements*].
- (d) Project Co shall prepare and submit a comprehensive Public Art Integration Schedule for each Public Art installation within 30 days after receipt of the applicable Public Art concept design from the City in accordance with Section 2-7 [*Public Art*] of Schedule 5 [*D&C Performance Requirements*] (each, a “**Public Art Integration Schedule**”). Each Public Art Integration Schedule shall:
- (1) clearly identify the installation window for the applicable Public Art installation, and where the Public Art installation includes glazing or glass panels containing Public Art, the delivery date within such installation window for such glazing or glass panels;
 - (2) include a narrative statement specifying all information reasonably required by Project Co to permit the full and proper integration of the applicable work of Public Art into the applicable component of the Infrastructure, including:
 - (A) design information;
 - (B) structural loading requirements;
 - (C) installation requirements, erection plans and connection details; and
 - (D) details of required Utility connections and other services,along with the latest date(s) by which each piece of information is reasonably required in order to avoid impacting the critical path for the Construction, provided such date(s) shall not be less than 15 days after the date on which the applicable Public Art Integration Schedule is submitted.
 - (3) not advance the start or end date of the applicable Public Art installation window to a date that is earlier than that set out in the Preliminary Public Art Integration Schedule for the applicable work of Public Art;
 - (4) not defer the start or end date of the applicable Public Art installation window by more than 180 days from that set out in the Preliminary Public Art Integration Schedule for the applicable work of Public Art, except to reflect any extension of any such dates agreed or determined in accordance with this Agreement.
- (e) Project Co shall not materially:

- (1) add to the information requested pursuant to Section 4(d)(2) [*Public Art Integration Schedule*] of this Schedule; or
- (2) alter any of the dates specified in an accepted Public Art Installation Schedule, without the prior acceptance of the City, which acceptance may be granted or withheld in the City's discretion.

5. Conflict Between Agreement and Construction Schedule

The Construction Schedule is intended for the information of the City only, in the event of any conflict between a timeframe or deadline specified in this Agreement (as modified from time to time in accordance with its terms) and the Construction Schedule, the timeframe or deadline specified in this Agreement (as modified from time to time in accordance with its terms) shall, unless otherwise expressly agreed by the City, in its discretion, prevail.

6. Work Schedule for other Construction Activities

Project Co shall prepare and submit to the City detailed schedules for the design, investigation, construction, testing, commissioning and related activities with respect to other construction activities carried out by Project Co during the Term, and the provisions of Section 3 [*Construction Schedule*] and 5 [*Conflict Between Agreement and Construction Schedule*] of this Schedule shall apply to all such other schedules, *mutatis mutandis*.