SCHEDULE 6

QUALITY MANAGEMENT

1. DEFINITIONS

In this Schedule 6, unless the context otherwise requires, the following terms have the following meanings:

"Corrective Action" means action to eliminate the cause of a detected Nonconformity to prevent recurrence.

"Disposition" means the action taken or to be taken to deal with an existing Nonconformity.

"External Quality Audit" means a second party or third party Quality Audit; second party Quality Audits are Quality Audits conducted by parties having an interest in the relevant organization, such as customers; third party Quality Audits are Quality Audits conducted by external independent organizations such as certification or registration bodies.

"Internal Quality Audit" means a first party Quality Audit conducted by or on behalf of the relevant organization of its own processes.

"Nonconformity" means the non-fulfillment of a requirement.

"Nonconformity Report" means a document issued by the Province's Representative detailing the description, proposed rectification and proposed Disposition of an identified Nonconformity.

"Performance Measures" means the Key Performance Measures, the Asset Preservation Performance Measures and Operational Performance Measures, all having the meanings given in the Highway Asset Preservation Performance Measures.

"Preventive Action" means action to eliminate the cause of a potential Nonconformity in order to prevent its occurrence.

"Quality Audit" means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.

"Quality Audit Plans" means the Quality Audit Plans referred to and described in paragraph 2 of this Schedule 6.

"Quality Documentation" means the Quality Manual and the Quality Management Plans that together constitute and describe the Concessionaire's Quality Management System.

"Quality Management Plan" means a detailed quality management plan for a specific project, product, process, activity or contract, including the Design Quality Management Plan, the Construction Quality Management Plan, the Traffic Quality Management Plan, the Environmental Quality Management Plan and the Operation, Maintenance and Rehabilitation Quality Management Plan referred to and described in Annexes 1 to 6, inclusive, to this Schedule 6.

"Quality Management System" means a management system that establishes the organizational structure, procedures, processes and resources for determining and implementing Quality Policy.

"Quality Manual" means the Quality Manual referred to and described in paragraph 2 of this Schedule 6.

"Quality Objectives" means objectives related to quality that are measurable and consistent with the Quality Policy described in paragraph 1.2 of Annex 1 to this Schedule 6 and which are to be formally expressed and recorded in the Concessionaire's Quality Manual.

"Quality Policy" means the overall intentions and direction of the Concessionaire related to quality applicable to the entire organization involved in performing the Undertakings which are to be formally expressed and recorded in the Concessionaire's Quality Manual.

"Quality Records" means the Quality Records referred to and described in paragraph 2 of this Schedule 6.

2. QUALITY MANAGEMENT SYSTEM AND QUALITY DOCUMENTATION

2.1 The Concessionaire will develop and implement a Quality Management System in accordance with the requirements of Section 23 [Quality Management] of this Agreement, the ISO 9001:2000 Standard and the provisions of this Schedule 6. The Concessionaire will be responsible for all quality assurance and quality control activities required to manage its own processes, as well as those of its contractors, subcontractors and suppliers of any tier for the Project.

2.2 The Concessionaire is responsible for updating its Quality Management System and all Quality Documentation from time to time, in accordance with the procedures set forth in this Agreement, to ensure that the Quality Management System and all Quality Documentation are and at all times remain in accordance with the ISO 9001:2000 Standard and the requirements of this Agreement (including this Schedule 6).

2.3 The minimum documentation requirements for the Concessionaire's Quality Management System are as follows:

(a) a **Quality Manual** outlining the Concessionaire's Quality Management System for all aspects of the Undertakings and establishing Quality Policy and Quality

Objectives and outlining the means by which the Concessionaire will establish, implement, control and continually improve processes to achieve that Quality Policy and those Quality Objectives;

(b) **Quality Management Plans** for all aspects of the Undertakings detailing which procedures and associated resources will be applied by whom and when;

(c) **Quality System Procedures and Process Flow Charts** documenting who does the work, what they do, and what evidence will be generated that they have done the work correctly on quality related activities;

(d) **Work Method Statements** for critical and complex activities where the absence of written instructions could have a negative impact on product safety, worker safety, quality, consistency, cost or schedule;

(e) **Quality Audit Plans** defining the Internal Quality Audits and External Quality Audits that the Concessionaire will perform on its own processes and those of its contractors, subcontractors and suppliers of any tier; and

(f) **Quality Records** providing objective evidence of conformance to all requirements and of the effective operation of the Concessionaire's Quality Management System.

2.4 The minimum requirements and principles which apply to the Quality Documentation are set out in Annexes 1 to 6, inclusive, to this Schedule 6.

3. BASIS OF QUALITY MANAGEMENT SYSTEM

The Concessionaire's Quality Management System will be based on the ISO 9001:2000 Standard principles and on the documents referred to in paragraph 5 of this Schedule.

4. QUALITY MANAGEMENT SYSTEM IMPROVEMENT

The continual improvement of the Concessionaire's Quality Management System is vital. The Concessionaire will initiate a program to continually improve the effectiveness and efficiency of the Quality Management System and will have mechanisms in place, such as management reviews, Quality Audit programs, Corrective Actions and Preventive Actions, to allow all identified opportunities for improvement to be actioned, tracked and closed out. The Concessionaire will ensure that all the Concessionaire's employees, contractors, subcontractors and suppliers of any tier are aware of the importance of continuous improvement and are actively engaged in its implementation in connection with the performance of the Undertakings.

5. ISO REFERENCE DOCUMENTS

(a) ISO 9001-2000 Quality Management Systems – Requirements

(b) ISO 9004:2000 Quality Management Systems – Guidelines for Performance Improvement

(c) ISO 9000-2000 Quality Management Systems – Fundamentals and Vocabulary

(d) ISO 19011-2004 Guidelines for Quality and/or Environmental Management Systems Auditing

(e) ISO 14001-1996 Environmental Management Systems – Specification with guidance for use

6. QUALITY AUDITS

6.1 Concessionaire's Quality Audits

The Concessionaire will provide Quality Audit Plans that detail the Internal Quality Audits and External Quality Audits that will be conducted by the Concessionaire on its own processes and those of its contractors, subcontractors and suppliers of any tier. The purpose of the Concessionaire's quality auditing process is to confirm that all activities are in compliance with those documented in the Concessionaire's Quality Manual and Quality Management Plans and/or to identify any Nonconformities. In the latter case, the person being audited will identify necessary Corrective Actions. The Quality Management Representative will schedule Internal Quality Audits and External Quality Audits to ensure that all key processes are reviewed regularly and at least once a year. Where necessary, follow-up audits will be scheduled to ensure that identified Corrective Actions and Preventive Actions are carried out in a timely fashion. Internal Quality Audits and External Quality Audits will be scheduled taking into account the status and importance of the processes being audited as well as the results of previous audits. The Concessionaire will document or cause to be documented the results of these audits in audit reports and make them available to the Province's Representative upon request.

6.2 Province Quality Audits

6.2.1 The Province's Representative will, during the Quality Documentation review process pursuant to Section 23.1.4 of this Agreement, conduct an initial assessment of the Concessionaire's Quality Documentation to identify the critical activities and processes identified in the Concessionaire's Quality Manual and Quality Management Plans on which the Province's auditing efforts and resources should be directed, and such audits, efforts and resources will be at the Province's own cost. The Province will determine the frequency of auditing through regular and ongoing review of the Concessionaire's

performance and management systems. Work procedures and activities that show good audit performance may have the frequency of auditing decreased, while those that show poor performance may have the frequency of auditing increased. Notwithstanding the foregoing, the frequency of audits will remain entirely at the absolute and unfettered discretion of the Province and there will be a minimum base level of auditing determined by the Province throughout the Contract Period. The Concessionaire will provide and will ensure that its contractors, subcontractors and suppliers of any tier provide the Province's auditors with all documentation, records, access, facilities and assistance for the safety and convenience of the Province's auditors.

Surveillance Audits will be conducted by the Province on a random basis or on specific areas of interest throughout the Contract period. The objective of these surveillance audits is to monitor the Concessionaire's activities involving its work practices, workmanship and general quality of materials.

Quality Management System Audits will be conducted at specific times to assess the performance of and compliance with the Concessionaire's Quality Management System. The Province's Representative will contact the Concessionaire's Quality Management Representative and confirm the scope and schedule of the audit. At the opening meeting with the Concessionaire, the Province's Representative will review the audit scope and objectives, and subsequently conduct audit interviews, and document any observations on prepared checklists. At the end of the audit interviews, the Province's Representative will evaluate the observations and identify observed procedural or performance Nonconformities that require Corrective Action. At the closing meeting with the Concessionaire, the Province's Representative will discuss the observations and inform the Concessionaire of any observed Nonconformities and audit recommendations. The Concessionaire will prepare a Corrective/Preventive Action Plan and submit it to the Province's Lead Auditor. The Province reserves the right, acting reasonably, to conduct follow up reviews to determine if the Concessionaire's Corrective/Preventive Action Plan has been complied with.

6.2.2 An independent third party review of the Province's Quality Audit (including Nonconformity Tracking System) of those activities covered by the Operation, Maintenance and Rehabilitation Quality Management Plan will be conducted on an annual basis. The review will be carried out at the Province's cost by a suitably qualified independent organization designated by the Province and will involve input from the Concessionaire.

6.3 Third Party Certification Audits

Third party Quality Audits (as referenced in the definition of "External Quality Audit" in paragraph 1 of this Schedule 6) will be conducted as required under the ISO 9001:2000 Standard on the Concessionaire's Quality Management System covered by the Operations, Management

and Rehabilitation Quality Management Plan and Traffic Quality Management Plan by an accredited certification agency acceptable to the Province, and these audit reports will be made available to the Province's Representative upon request.

7. QUALITY RECORDS

The Concessionaire will establish and maintain, and each Quality Management Plan will require the maintenance of, complete and accurate quality management records ("Quality Records") providing evidence of conformance to this Agreement, compliance with the ISO 9001:2000 Standard and the Quality Management System. Such records will at all times remain legible, readily identifiable and retrievable and can be in hard or electronic format. The Concessionaire will make available the Quality Records to the Province's Representative upon request.

8. QUALITY MANAGEMENT SYSTEM REPORTING

The Concessionaire will prepare and submit to the Province's Representative a comprehensive monthly Quality Management System report for each month or part thereof during the Contract Period separately summarizing all quality management activities performed for that month. The monthly Quality Management System reports will, as a minimum, include the following information:

(a) a Nonconformity Report log providing details of all nonconformities identified to date, their disposition and close-out status;

(b) Corrective and Preventive Action logs providing details of the Corrective Actions and Preventive Actions performed to date and their close-out status;

(c) a summary of any inspection and testing activities conducted during the month;

(d) Internal Quality Audits and External Quality Audits (including any third party Quality Audits as referenced in the definition of "External Quality Audit" in paragraph 1 of this Schedule 6) performed during the month;

(e) any continual improvement initiatives taken during the month;

(f) any other information required to be included in the monthly Quality Management System reports pursuant to any of the Annexes to this Schedule 6 or the terms of the relevant Quality Management Plan; and

(g) any changes made to the Quality Management System or the Quality Documentation in accordance with the provisions of this Agreement.

9. NONCONFORMITY REPORTS AND NONCONFORMITY TRACKING SYSTEM

9.1 If at any time Province is notified or otherwise becomes aware (including pursuant to any Quality Audit conducted by the Province) that there is any Nonconformity by the Concessionaire relating to operation or maintenance of the Project Facilities or any Nonconformity that entitles the Province to withhold the Asset Condition Retention under Part 6 of Schedule 10 [Payment Retentions], the Province's Nominee may, without prejudice to any other right or remedy available to the Province and BCTFA, by notice to the Concessionaire issue a Nonconformity Report to the Concessionaire. The Province may issue Nonconformity Reports for any such Nonconformity, including the following:

(a) Defective repairs and/or workmanship not in compliance with the requirements of this Agreement.

(b) Use of materials and/or equipment not in compliance with the requirements of this Agreement.

(c) Deficient, incomplete and/or illegible Quality Records.

(d) Inadequate and/or ineffective defect identification processes.

(e) Failure to achieve documented response time requirements.

(f) Failure to take Corrective Action or Preventive Action against any such Nonconformity within the required time.

9.2 The Province will implement a system ("Nonconformity Tracking System") to track Nonconformity Reports issued by the Province, including the total number and status of all the Nonconformity Reports. The Province will record all Nonconformity Reports issued by the Province in its Nonconformity Tracking System.

9.3 Where the Concessionaire produces satisfactory documentary evidence to the Province showing that:

(a) any Nonconformity identified in a Nonconformity Report issued by the Province has been identified in the Concessionaire's Quality Management System and the Concessionaire has taken, or is in the process of taking, appropriate action to remedy the Nonconformity; or

(b) the Nonconformity has been remedied within the required time,

the Province will remove that Nonconformity Report from its list of outstanding Nonconformity Reports in the Nonconformity Tracking System. If a Non-Conformity

Report is removed from the outstanding list of Nonconformity Reports as aforesaid and the Concessionaire fails to remedy the Nonconformity within the required time, the relevant Nonconformity Report will be reinstated as outstanding in the Nonconformity Tracking System.

9.4 For greater certainty, until a Nonconformity Report is removed from the list of outstanding Nonconformity Reports in the Nonconformity Tracking System, that Nonconformity Report:

(a) if it relates to a Nonconformity that entitles the Province to withhold the Asset Condition Retention under Part 6 of Schedule 10 [Payment Retentions], will be taken into account in the calculation of Asset Condition Retention referred to in Part 6 of Schedule 10 [Payment Retentions]; and

(b) if it relates to operation or maintenance of the Project Facilities, will be taken into account in the calculation of Performance Deductions referred to in Part 8 of Schedule 10 [Performance Deductions].

9.5 The Concessionaire must investigate all Nonconformity Reports and, where necessary, initiate Corrective and Preventative Action.

9.6 The Concessionaire will return a Nonconformity Report together with its response thereto (including the proposed Corrective and/or Preventive Action or its objection to the issuance of that Nonconformity Report) to the Province within 2 Working Days of the Concessionaire's receipt of the Nonconformity Report. The Concessionaire's response may be an objection to the issuance of that Nonconformity Report. If the Concessionaire fails to object to the issue of a Nonconformity Report within 2 Working Days of the Concessionaire's receipt of that Nonconformity Report, the Concessionaire is deemed to have accepted that Nonconformity Report. If such objection has not been resolved by mutual agreement between the Province's Representative and the Concessionaire within 14 days of the service of such notice, then either of them may refer the matter to the Disputes Resolution Procedure for determination.

9.7 The Province may issue further Nonconformity Reports if a Nonconformity identified in a Nonconformity Report continues unremedied.

9.8 The Concessionaire will maintain records of:

(a) all Nonconformities;

(b) the reference numbers of all Nonconformity Reports;

(c) a description of all Nonconformity Reports;

(d) the Nonconformity Report Points determined in accordance with paragraph 1 of Part 8 of Schedule 10 [Performance Deductions];

(e) the proposed actions by the Concessionaire to rectify;

(f) the time at which Nonconformities were identified; and

(g) the time at which a Nonconformity specified in a Nonconformity Report was rectified.

ANNEX 1 TO SCHEDULE 6

1. QUALITY MANUAL

1.1 The Concessionaire will provide a comprehensive Quality Manual that describes the Quality Management System for all aspects of the Undertakings throughout the Contract Period. The Quality Manual, in accordance with the ISO 9001:2000 Standard, will describe the processes that will be established, implemented, controlled and continually improved to achieve the established Quality Objectives and Quality Policy.

1.2 The Quality Objectives will be measurable, consistent with the Quality Policy and linked to meeting the needs and performance requirements in this Agreement. The Quality Management System described in the Quality Manual will include all the activities required to achieve these Quality Objectives. All these activities will be subject to Internal Quality Audits.

2. MANAGEMENT RESPONSIBILITY

The Quality Manual will clearly define the reporting function and authority of the Quality Management Representative who will liaise with the Province's Representative and act as the single point representative of the Concessionaire for all matters relating to quality management. The Quality Management Representative, at a minimum, will be responsible for the:

(a) development, implementation, maintenance of the Quality Management System and for ensuring the effective operation of the Quality Management System;

(b) preparation of Quality Audit Plans, scheduling and coordination of Internal Quality Audits and External Quality Audits of key processes with the Concessionaire's personnel and with the Concessionaire's contractors, subcontractors and suppliers of any tier (including the Designer, the Contractor and the Operator);

(c) development and implementation of a Nonconformity and Corrective/Preventive Action program;

(d) initiation of management reviews of the Quality Management System, not less frequently than annually, and for taking other actions necessary to ensure the effective operation and continuous improvement of the Concessionaire's Quality Management System;

(e) continuous improvement of the Quality Management System;

(f) coordination of all matters and issues relating to certification of the Quality Management System;

(g) preparation and submission to the Province's Representative of monthly Quality Management System reports;

(h) conduct and report of the findings of all quality audits required under Section 23.6.1 of this Agreement and this Schedule 6 to the Province's Representative;

(i) stoppage of any work or activity which is not being performed or carried out in accordance with the Quality Documentation applicable thereto;

(j) retention of Quality Records in accordance with the Concessionaire's Quality Management System and in any event for the retention periods required by Section 25 [Records]; and

(k) any other matters which, in accordance with Section 23 [Quality Management] of this Agreement, are the responsibility of the Quality Management Representative.

ANNEX 2 TO SCHEDULE 6

DESIGN QUALITY MANAGEMENT PLAN

1. The Concessionaire will provide a comprehensive Design Quality Management Plan that describes how it intends to manage the design processes for the Project in accordance with the ISO 9001:2000 Standard, the Quality Management System requirements stated in their Quality Manual and the provisions of this Agreement including the Design and Certification Procedure.

2. The Design Quality Management Plan will contain an organizational chart identifying key design management personnel and the linkage with the Quality Management Representative for the Concessionaire's overall Quality Management System as documented in the Concessionaire's Quality Manual. It will also contain a description of the responsibilities, qualifications and authority of the above personnel and the organizational interfaces between other engineering groups and construction disciplines.

3. The Design Quality Management Plan will, at a minimum, include or reference detailed Quality System Procedures and Process Flow Charts for the following processes:

   (a) design input and output review;

   (b) design verification to ensure that design input requirements have been met;

   (c) design validation to ensure that the final product is capable of meeting its intended use;

   (d) design changes;

   (e) design subcontractor quality assessment and procurement;

   (f) External Quality Audits of design subcontractors;

   (g) Internal Quality Audits;

   (h) Corrective Actions and Preventive Actions;

   (i) document management; and

   (j) control of Quality Records.

   The above procedures and flow charts will document who does the work, what they do and what evidence is generated that they have done the work correctly.

ANNEX 3 TO SCHEDULE 6

CONSTRUCTION QUALITY MANAGEMENT PLAN

1. The Concessionaire will provide a comprehensive Construction Quality Management Plan that describes how it intends to manage the construction processes in connection with the Project in accordance with the ISO 9001:2000 Standard, the Quality Management System requirements stated in their Quality Manual and the provisions of this Agreement including the Design and Certification Procedure.

2. The Construction Quality Management Plan will contain an organizational chart identifying key construction management personnel and the linkage with the Quality Management Representative for the Concessionaire's overall Quality Management System as documented in the Concessionaire's Quality Manual. It will also contain a description of the responsibilities, qualifications and authority of the above personnel and the organizational interfaces between the design and other discipline (such as environmental and traffic management).

3. The Construction Quality Management Plan will, at a minimum, include or reference detailed Quality System Procedures and Process Flow Charts for the following processes:

   (a) construction safety audits;

   (b) inspection and testing;

   (c) materials identification and traceability;

   (d) contractor, subcontractor and supplier quality assessment and procurement;

   (e) External Quality Audits of contractors, subcontractors and suppliers of any tier;

   (f) Internal Quality Audits;

   (g) control of nonconforming product;

   (h) Corrective Actions and Preventive Actions;

   (i) document management; and,

   (j) control of Quality Records.

   The above procedures and flow charts will document who does the work, what they do, and what evidence is generated that they have done the work correctly.

4. The procedures will be augmented with construction Work Method Statements for critical and complex construction activities where the absence of written instructions could have a negative impact on the product safety, worker safety, quality, consistency, cost or schedule.

5. The Construction Quality Management Plan will also include or reference an Inspection and Test Plan detailing all the major on-site and off-site inspection and test activities for work performed by the Concessionaire and those of its contractors, subcontractors and suppliers of any tier. The Inspection and Test Plan will, at a minimum, include:

   (a) description of the inspection and test activity;

   (b) frequency of inspections and tests;

   (c) reference to standards, codes, specifications and acceptance criteria;

   (d) reports and checklists required;

   (e) personnel responsible for inspection and test activity; and

   (f) quality assurance review, witness and hold points.

6. The Province's Representative, in the course of its Quality Documentation review, will pay special attention to the Concessionaire's Inspection and Test Plan to ascertain whether the Concessionaire has taken full responsibility for all the quality assurance functions. The Concessionaire will ensure that the Inspection and Test Plan will be consistent with the quality control and quality assurance requirements listed in the material specification, work methodology and end product specifications listed in the Ministry's Standard Specifications for Highway Construction, 2004 edition, as updated, amended or replaced from time to time. The Province's Representative will review the Inspection and Test Plan and specify any required witness and hold points against any inspection or test activity that the Province would like the opportunity to observe. The Concessionaire will provide at least 2 Working Days' advance notice of any specified inspection and test activities so that they will be able to be observed by a representative of the Province. The Concessionaire may proceed with the activity past any specified witness or hold point if a representative of the Province is not available at the appointed time.

ANNEX 4 TO SCHEDULE 6

OPERATION, MAINTENANCE AND REHABILITATION QUALITY MANAGEMENT PLAN

1. The Concessionaire will provide a comprehensive Operation, Maintenance and Rehabilitation Quality Management Plan that describes how it intends to monitor and measure its operations, maintenance and rehabilitation activities in connection with the Project in accordance with the ISO 9001:2000 Standard, the Quality Management System requirements stated in their Quality Manual and the provisions of this Agreement. The Operation, Maintenance and Rehabilitation Quality Management Plan will be aligned with all relevant Performance Measures and define the Concessionaire's approach to achieving compliance with the requirements of this Agreement relating to operation, maintenance and rehabilitation activities.

2. The Concessionaire will develop documented Quality System Procedures and Process Flow Charts to ensure that all performance specifications and requirements in this Agreement in respect of operation, maintenance and rehabilitation are met or exceeded. These procedures and flow charts will document who does the work, what they do, and what evidence is generated that they have done the work correctly. The procedures will be augmented, where necessary, with documented Work Method Statements that provide specific instructions for personnel. These Quality System Procedures, Process Flow Charts and Work Method Statements may be contained within the Operation, Maintenance and Rehabilitation Quality Management Plan or be stand alone controlled documents.

3. The Operation, Maintenance and Rehabilitation Quality Management Plan will detail a Performance Measures compliance monitoring process to track compliance with all Performance Measures. The Performance Measures compliance monitoring process will clearly describe the approach taken in assessing compliance, and define the frequency and method of monitoring and reporting Performance Measures compliance. The Province's Representative will review the Concessionaire's Performance Measures compliance monitoring process and may request, acting reasonably, changes that the Province's Representative considers appropriate to facilitate the accurate and appropriate monitoring and reporting of compliance with all Performance Measures, and otherwise to meet the requirements of this Agreement. The Concessionaire's Performance Measures compliance monitoring process will be subject to ongoing review by the Province's Representative throughout the Contract Period.

ANNEX 5 TO SCHEDULE 6

TRAFFIC QUALITY MANAGEMENT PLAN

1. The Concessionaire will provide a comprehensive Traffic Quality Management Plan that describes how it intends to administer the traffic management processes in connection with the Project in accordance with the ISO 9001:2000 Standard, the Quality Management System requirements stated in their Quality Manual and the provisions of this Agreement.

2. The Traffic Quality Management Plan will contain an organizational chart identifying key traffic management personnel and the linkage with the Quality Management Representative for the Concessionaire's overall Quality Management System as documented in the Concessionaire's Quality Manual. It will also contain a description of the responsibilities, qualifications and authority of the above personnel and the organizational interfaces between the traffic management and other disciplines such as design, construction and environmental management. The Traffic Quality Management Plan will address the design, construction, operation, maintenance and rehabilitation phases of the Project.

3. The Traffic Quality Management Plan will, at a minimum, include or reference detailed Quality System Procedures and Process Flow Charts for the following processes:

   (a) traffic control plan design input and output review;

   (b) traffic control plan design verification to ensure that design input requirements have been met;

   (c) traffic control plan design validation to ensure that the final product is capable of meeting its intended use;

   (d) traffic control plan design changes;

   (e) traffic control plans;

   (f) traffic management incident plans;

   (g) traffic management implementation plan;

   (h) traffic management public information plan;

   (i) Closure implementation;

   (j) temporary road structure implementation;

(k) administration and control of Closure durations;

(l) contractor, subcontractor and supplier of any tier quality assessment and procurement;

(m) External Quality Audits of contractors, subcontractors and suppliers of any tier;

(n) Internal Quality Audits;

(o) control of nonconforming activities and/or product;

(p) Corrective Actions and Preventive Actions;

(q) document management; and

(r) control of Quality Records.

The above procedures and flow charts will document who does the work, what they do, and what evidence is generated that they have done the work correctly.

4. The procedures will be augmented with traffic management Work Method Statements for Closures required for critical and complex construction activities where the absence of written instructions could have a negative impact on the product safety, quality, consistency, cost or schedule.

5. When the above processes are already covered as part of another Quality Management Plan, the process heading still needs to be identified as part of the Traffic Quality Management Plan; however the details can be minimized to a reference to the other Plan and Section where the details are provided. The referenced Quality Management Plan and Section will indicate specific requirements with regards to the above processes as it relates to traffic quality management and be able to provide a tangible audit trail. Notwithstanding the foregoing, processes that fall within the specific requirements of the Traffic Management Plan will include detailed Quality System Procedures and Process Flow Charts under the Traffic Quality management Plan.

ANNEX 6 TO SCHEDULE 6

ENVIRONMENTAL QUALITY MANAGEMENT PLAN

1. The Concessionaire will provide a comprehensive Environmental Quality Management Plan that describes how it intends to manage the environmental components on the Project in accordance with ISO 14001:1996 or its equivalent, the Quality Management System requirements stated in their Quality Manual and the provisions of this Agreement. The Environmental Quality Management Plan is to apply throughout all phases of the Project including: design, construction, operation, maintenance and rehabilitation.

2. The Environmental Quality Management Plan will contain an organizational chart identifying key environmental management personnel and the linkage with the Quality Management Representative for the Concessionaire's overall Quality Management System as documented in the Concessionaire's Quality Manual. It will also contain a description of the responsibilities, qualifications and authority of the above personnel and the organizational interfaces between the design and other construction, operation, maintenance and rehabilitation disciplines.

3. The Environmental Quality Management Plan will include or reference detailed Quality System Procedures and Process Flow Charts for the following processes:

   (a) satisfying and ensuring compliance with the Concessionaire's Environmental Obligations, including the preparation and implementation of an Environmental Management Plan and specific plans as detailed in the Concessionaire's Environmental Obligations and specified elsewhere in this Agreement;

   (b) obtaining and maintaining Permits, Licences and Approvals;

   (c) environmental monitoring and reporting;

   (d) environmental incident reporting and tracking;

   (f) External Quality Audits of contractors, subcontractors and suppliers of any tier;

   (g) Internal Quality Audits;

   (h) control of nonconforming services or products;

   (i) Corrective Actions and Preventive Actions;

   (j) document management; and

   (k) control and retention of Quality Records.

The above procedures and flow charts will document who does the work, what they do, and what evidence is generated that they have done the work correctly.

4. The procedures will be augmented, where necessary, with documented Work Method Statements that provide specific instructions for personnel. Work Method Statements generally apply to the responsibilities of the individual within the workplace outlining in detail the exact steps to be carried out for the activity in question. These Work Method Statements may be contained within the Environmental Quality Management Plans or be stand-alone controlled documents.