

BC HYDRO SITE C CLEAN ENERGY PROJECT

MAIN CIVIL WORKS CONTRACT

for the Site C Clean Energy Project

British Columbia Hydro and Power Authority

and

Peace River Hydro Partners

Dated: December 18, 2015

AGREEMENT

SITE C CLEAN ENERGY PROJECT

MAIN CIVIL WORKS CONTRACT

THIS AGREEMENT made effective as of the 18th day of December, 2015 (BC Hydro Reference # 520938)

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a British Columbia Crown Corporation having its head office at 333 Dunsmuir Street, Vancouver, B.C. V6B 5R3

("BC Hydro")

AND:

PEACE RIVER HYDRO PARTNERS, a British Columbia general partnership having its head office at [REDACTED]

[REDACTED], by its partners, Acciona Infrastructure Canada Inc., Samsung C&T Canada Ltd. and Petrowest Corporation

(collectively, the "**Contractor**")

WHEREAS:

- A. BC Hydro intends to construct the Site C Clean Energy Project (the "**Project**") which is a proposed third dam and hydroelectric generating station on the Peace River in northeast British Columbia;
- B. The Contractor is a knowledgeable and experienced contractor in the performance of work similar to the Work, and is the successful proponent under RFP #1824; and
- C. The parties wish to enter into a formal contract for the performance of the Work.

NOW THEREFORE in consideration of the mutual covenants and conditions contained in the Contract, BC Hydro and the Contractor agree as follows:

1 THE WORK

1.1 Scope of Work

The scope of the Work is as summarized in Appendix 6-1 [Scope of Work] and includes:

- (a) diversion works;
- (b) excavation and earth works;
- (c) relocation of surplus excavated materials;
- (d) dams and cofferdams;
- (e) roller compacted concrete buttress;

Main Civil Works

- (f) approach channel and tailrace; and
- (g) ancillary Work, including:
 - (i) permanent roads on the Work Site;
 - (ii) permanent drainage on the Work Site;
 - (iii) permanent debris-handling facilities on the Work Site;
 - (iv) boat launching facilities;
 - (v) supply and install permanent instrumentation; and
 - (vi) restoration at the Site.

1.2 Labour, Materials and Equipment

Except as expressly provided otherwise in the Contract Documents, the Contractor will provide all labour, materials and equipment necessary for the complete performance of the Work.

1.3 Title to Materials

Unless expressly stated otherwise in the Contract Documents, title to any materials provided by the Contractor for the Work will pass to BC Hydro free and clear of all encumbrances upon the incorporation of such materials into the Work.

1.4 Initial Work Program and Schedule

Attached at Appendix 4-2 [Work Program and Schedule] is the initial schedule for the Contractor's performance of the Work. The Contractor will revise and expand this initial schedule in accordance with Schedule 4 [Work Program and Schedule].

2 INTERPRETATION

2.1 Definitions

In the Contract Documents, unless the context otherwise requires, capitalized terms have the meanings set out in Schedule 1 [Definitions and Interpretation].

2.2 Contract Documents

The following is a complete list of the Contract Documents:

- (a) this Agreement;
- (b) Schedule 1 [Definitions and Interpretation];
- (c) Schedule 2 [General Conditions]:
 - (i) Appendix 2-1 [Design-Build Review Process];
 - (ii) Appendix 2-2 [Good Weather Baseline Table];

- (f) approach channel and tailrace; and
- (g) ancillary Work, including:
 - (i) permanent roads on the Work Site;
 - (ii) permanent drainage on the Work Site;
 - (iii) permanent debris-handling facilities on the Work Site;
 - (iv) boat launching facilities;
 - (v) supply and install permanent instrumentation; and
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 - (i) Appendix 2-1 [Design-Build Review Process];
 - (ii) Appendix 2-2 [Good Weather Baseline Table];

- (iii) Appendix 2-3 [Project Related Permits];
- (iv) Appendix 2-4 [Site Access, Conditions and Services];
- (v) Appendix 2-5 [Proposal Extracts];
- (vi) Appendix 2-6 [Material Sources Outside Dam Site Area];
- (vii) Appendix 2-7 [Leave to Commence]; and
- (viii) Appendix 2-8 [SharePoint Technical Requirements for Contractors];
- (d) Schedule 3 [Roles and Representatives];
- (e) Schedule 4 [Work Program and Schedule]:
 - (i) Appendix 4-1 [BC Hydro Project Schedule]; and
 - (ii) Appendix 4-2 [Work Program and Schedule];
- (f) Schedule 5 [Submittals Procedure]:
 - (i) Appendix 5-1 [Form of Submittal Schedule];
- (g) Schedule 6 [Specifications and Drawings]:
 - (i) Appendix 6-1 [Scope of Work];
 - (ii) Appendix 6-2 [Technical Specifications];
 - (iii) Appendix 6-3 [Drawings]; and
 - (iv) Appendix 6-4 [Reference Documents];
- (h) Schedule 7 [Environmental Obligations]:
 - (i) Appendix 7-1 [Contractor Environmental Incident Report Form];
- (i) Schedule 8 [Quality Management]:
 - (i) Appendix 8-1 [Design Quality Management Plan]; and
 - (ii) Appendix 8-2 [Construction Quality Management Plan];
- (j) Schedule 9 [Communications Roles];
- (k) Schedule 10 [Safety]:
 - (i) Appendix 10-1 [Safety Areas]; and
 - (ii) Appendix 10-2 [Contractor Safety Incident Report Form];

- (l) Schedule 11 [Prices and Payment]:
 - (i) Appendix 11-1 [Schedule of Prices and Estimated Quantities];
 - (ii) Appendix 11-2 [Measurement and Payment];
 - (iii) Appendix 11-3 [Form of Payment Application – Schedule of Values];
 - (iv) Appendix 11-4 [Form of Performance Bond];
 - (v) Appendix 11-5 [Form of Labour & Material Payment Bond];
 - (vi) Appendix 11-6 [Form of Letter of Credit (Use for Performance, Labour & Material Payment and Advance Payment)];
 - (vii) Appendix 11-7 [Form of Parent Company Guarantee];
 - (viii) Appendix 11-8 [Form of Environmental Compliance Statement];
 - (ix) Appendix 11-9 [Form of Statutory Declaration]; and
 - (x) Appendix 11-10 [Sample Escalation Calculations];
- (m) Schedule 12 [Changes];
- (n) Schedule 13 [Insurance];
 - (i) Appendix 13-1 [Wrap-Up Liability Insurance Specifications]; and
 - (ii) Appendix 13-2 [Course of Construction Insurance Specifications];
- (o) Schedule 14 [Dispute Resolution Procedure]:
 - (i) Appendix 14-1 [Site C Referee Panel]; and
 - (ii) Appendix 14-2 [Referee Agreement];
- (p) Schedule 15 [Records]:
 - (i) Appendix 15-1 [Record Classification Requirements];
- (q) Schedule 16 [Aboriginal Inclusion and Reporting Requirements];
 - (i) Appendix 16-1 [Aboriginal Inclusion Performance Report]; and
- (r) Schedule 17 [Privacy Protection].

The Contract Documents include any and all additional and amending documents issued in accordance with the provisions of the Contract Documents.

2.3 Schedules, Appendices, Exhibits and Attachments

The Schedules, Appendices, Exhibits and Attachments and the terms set out in them will be deemed to be fully a part of the Contract.

3 CONTRACT PRICE

3.1 Contract Price

The price for the Work (the “**Contract Price**”) will be the sum in Canadian dollars of the following:

- (a) the product of the actual quantities of the Price Items listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities] which are incorporated into or related to the Work and the unit prices listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities]; plus
- (b) all lump sums, if any, as listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities], for Price Items incorporated into or related to the Work; plus
- (c) any payment adjustments, including any payments owing on account of Changes, approved in accordance with the provisions of the Contract Documents.

3.2 Entire Compensation

The Contract Price will be the entire compensation owing to the Contractor for the complete performance of the Work and this compensation will cover and include all profit and all costs of labour, supervision, material, equipment, transportation and delivery, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor in performing the Work.

4 REPRESENTATIVES

For the purposes of Section 2.1 and Section 3.1 of Schedule 3 [Roles and Representatives], the following are the initial Representatives of the parties:

Hydro’s Representative	-	██████████ ████████████████████████████████████████
Contractor’s Representative	-	████████████████████ ████████████████████████████████████████

If no names or contact details are included in this Section 4 as of the Effective Date, then each party will promptly give written notice to the other party of its respective Representative in accordance with Schedule 3 [Roles and Representatives]. Either party may, at any time and from time to time, change its Representative in accordance with Schedule 3 [Roles and Representatives].

5 NOTICES

5.1 Address for Notice

Unless otherwise expressly required to be given to Hydro’s Representative or the Contractor’s Representative pursuant to the Contract Documents, any notice or communication required or permitted to be given under the Contract will be in writing and will be considered to have been sufficiently given when delivered by registered mail, by hand or by email to the address of the applicable party set out below:

- (a) if to BC Hydro:

British Columbia Hydro and Power Authority
333 Dunsmuir Street
Vancouver, BC V6B 5R3

[Redacted]

(b) if to the Contractor:

Peace River Hydro Partners

[Redacted]

[Redacted]

and

[Redacted]

[Redacted]

and

[Redacted]

[Redacted]

(c) to such other address as either party may, from time to time, designate in the manner set out above, provided that the Contractor may not change its address under Section 5.1 to an address other than one in British Columbia without BC Hydro's prior written consent.

5.2 Delivery of Email

For the purposes of Section 5.1 of this Agreement, unless otherwise agreed in writing between Hydro's Representative and the Contractor's Representative, an email is deemed to have been delivered when:

- (a) 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
- (b) it is in a form capable of being processed by that system.

An email is deemed to be delivered under this Section 5.2 even if no individual with the recipient is aware of its delivery.

6 **GENERAL**

6.1 Language

All documents to be delivered under the Contract will be provided in English, the Contractor's Representative will be fluent in English and the Contractor's key personnel will be able to communicate effectively with BC Hydro in English.

6.2 Amendments

No amendment to the terms of the Contract will be binding on BC Hydro or the Contractor or effective, unless made in writing and signed by an authorized representative of each party.

6.3 Entire Agreement, Waivers And Consents In Writing

The Contract Documents, and the instruments and documents to be executed and delivered pursuant to the Contract Documents, constitute the entire Contract between the parties, expressly superseding all prior agreements and communications (both oral and written) between the parties with respect to all matters contained in the Contract Documents and such instruments and documents, and contain all the representations and warranties of the respective parties. For certainty:

- (a) RFQ #1824, and the Contractor's response to RFQ #1824;
- (b) RFP #1824, and the Contractor's proposal to RFP #1824, except as expressly included in Appendix 2-5 [Proposal Extracts]; and
- (c) any representations, warranties or guarantees made during the competitive procurement process under RFP #1824,

are expressly not included in the Contract and will not be referred to in any way in the interpretation of the Contract.

In addition:

- (d) no waiver of any provision of the Contract; and
- (e) no consent required pursuant to the Contract Documents,

is binding or effective unless it is in writing and signed by an authorized representative of the party providing such waiver or consent.

6.4 Assignment

Neither party may assign the Contract, in whole or in part, without the prior written consent of an authorized representative of the other party, which consent may not be unreasonably withheld.

Notwithstanding the foregoing, BC Hydro may assign the Contract to any of its Affiliates or to any third party that amalgamates or merges with BC Hydro or which acquires all or substantially all of the assets of BC Hydro or which was, immediately prior to the assignment, a part of BC Hydro, conditional upon the assignee covenanting and agreeing with the Contractor to be bound to the Contractor by the provisions of the Contract, and provided that the assignee has the power and capacity to carry out the transactions contemplated by this Contract to be carried out by BC Hydro and to duly observe and perform all of the obligations contained in this Contract to be observed and performed by BC Hydro. Subject to the

foregoing, the Contract will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6.5 Further Assurances

Each party 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 party may reasonably request for the purpose of giving effect to the Contract or for the purpose of establishing compliance with the representations, warranties and obligations of the Contract.

6.6 Governing Law

The Contract will be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable in British Columbia.

6.7 Counterparts

This Agreement may be executed and delivered in several counterparts, including by facsimile (or other 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.

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

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

[Redacted signature block]

Authorized Signatory

PEACE RIVER HYDRO PARTNERS, by its partners:

ACCIONA INFRASTRUCTURE CANADA INC.

[Redacted signature block]

SAMSUNG C&T CANADA LTD.

[Redacted signature block]

PETROWEST CORPORATION

[Redacted signature block]

MAIN CIVIL WORKS CONTRACT
SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1 **DEFINITIONS**

In the Contract Documents, unless the context requires otherwise:

“**Aboriginal**” has the meaning set out in Schedule 16 [Aboriginal Inclusion and Reporting Requirements];

“**Aboriginal Business**” has the meaning set out in Schedule 16 [Aboriginal Inclusion and Reporting Requirements];

“**Aboriginal Inclusion Performance Report**” has the meaning set out in Schedule 16 [Aboriginal Inclusion and Reporting Requirements];

“**Aboriginal Inclusion Plan**” has the meaning set out in Schedule 16 [Aboriginal Inclusion and Reporting Requirements];

“**Aboriginal Opportunities Coordinator**” or “**AOC**” has the meaning set out in Schedule 16 [Aboriginal Inclusion and Reporting Requirements];

“**Accepted**” has the meaning set out in Schedule 5 [Submittals Procedure];

“**Acid Generating**” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“**Acid Rock Drainage**” or “**ARD**” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“**Actual Good Weather Days**” has the meaning set out in Schedule 2 [General Conditions];

“**Actual Quantity**” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“**Actuator**” has the meaning set out in Section 43 25 00 of Appendix 6-2 [Technical Specifications];

“**Additional Siding**” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“**Additives**” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“**Adit Backfill**” has the meaning set out in Section 31 40 01 of Appendix 6-2 [Technical Specifications];

“**Administrative Correspondence**” has the meaning set out in Schedule 2 [General Conditions];

“**Advance Payment**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Advance Payment Letter of Credit**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control of, such Person, and a Person will be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or determine the

direction of the management and policies of such other Person, whether through ownership of voting securities, by contract or otherwise;

“Agreement” means the form of agreement which is signed by the parties and included in the Contract Documents;

“Air Vent” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Alignment Load” or **“AL”** has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];

“Alteration Permit” has the meaning set out in Schedule 7 [Environmental Obligations];

“APEGBC” has the meaning set out in Schedule 6 [Specifications and Drawings];

“Apprentices Policy” has the meaning set out in Schedule 2 [General Conditions];

“Approach Channel” means the Approach Channel as shown on Drawing 1016-C17-00800 of Appendix 6-3 [Drawings];

“Area A” means Area A as shown on Drawing 1016-C05-00400 of Appendix 6-3 [Drawings];

“Area K” means Area K as shown on Drawing 1016-C17-00800 of Appendix 6-3 [Drawings];

“ARD/ML Management Plan” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Audit” has the meaning set out in Schedule 8 [Quality Management];

“Auxiliary Spillway” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Backfill Concrete” has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

“Ball Valve” has the meaning set out in Section 43 25 04 of Appendix 6-2 [Technical Specifications];

“Balustrade” has the meaning set out in Section 05 51 29 of Appendix 6-2 [Technical Specifications];

“Baseline Work Period” has the meaning set out in Schedule 2 [General Conditions];

“Basket Strainer” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“BC Hydro” means the entity identified as “BC Hydro” on the first page of the Agreement;

“BC Hydro Delay” has the meaning set out in Schedule 2 [General Conditions];

“BC Hydro Property” means any design, facilities, property, equipment, including construction equipment and Small Tools, replacement parts, furnishings, materials and supplies of any kind provided to the Contractor by BC Hydro or by a third party at the direction of BC Hydro for the performance of the Work and whether or not incorporated into the Work;

“BC MoTI” or **“MoTI”** has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];

- “**BCICAC**” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];
- “**Bituminous Geomembrane**” has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications];
- “**Blind Flange**” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];
- “**Blocking**” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];
- “**Bond Length**” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];
- “**Bonded Anchor Length**” has the meaning set out in Section 31 52 00 of Appendix 6-2 [Technical Specifications];
- “**Bonus**” has the meaning set out in Schedule 11 [Prices and Payment];
- “**Brail Hoist**” has the meaning set out in Section 35 20 40 of Appendix 6-2 [Technical Specifications];
- “**Brail Lift**” has the meaning set out in Section 35 20 40 of Appendix 6-2 [Technical Specifications];
- “**Buffer Holes**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];
- “**Bulk Explosives**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];
- “**Buried Service Environment**” has the meaning set out in Section 05 12 23 of Appendix 6-2 [Technical Specifications];
- “**Business Day**” or “**business day**” means any day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- “**Butterfly Valve**” has the meaning set out in Section 43 25 02 of Appendix 6-2 [Technical Specifications];
- “**Cartridge Explosives**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];
- “**Cast-in-Place Concrete**” or “**CIPC**” has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];
- “**Caulking**” has the meaning set out in Section 07 92 00 of Appendix 6-2 [Technical Specifications];
- “**Cement Product Rail Adjustment**” has the meaning set out in Schedule 11 [Prices and Payment];
- “**Cement Product Trucking Adjustment**” has the meaning set out in Schedule 11 [Prices and Payment];
- “**Cementing Material**” has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];
- “**CEMP**” has the meaning set out in Schedule 7 [Environmental Obligations];
- “**Change**” has the meaning set out in Schedule 12 [Changes];
- “**Change Directive**” has the meaning set out in Schedule 12 [Changes];

“**Change Order**” has the meaning set out in Schedule 12 [Changes];

“**Change Report**” has the meaning set out in Schedule 12 [Changes];

“**Check Valve**” has the meaning set out in Section 43 25 16 of Appendix 6-2 [Technical Specifications];

“**Claim**” means any claim, demand, action, cause of action, suit or proceeding, whether for damages, contribution, indemnity or any other relief;

“**Claim Costs**” means any and all losses, damages, costs, penalties and expenses arising from or related to a Claim, including actual legal (on a solicitor and his own client basis), accounting and expert costs and expenses incurred in the investigation, defence or settlement of a Claim;

“**Class 1 Excavation**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“**Class 2 Excavation**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“**Clearing**” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“**Climate Station**” has the meaning set out in Schedule 2 [General Conditions];

“**Clinic**” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“**Closure Sections**” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“**CN 7403**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Coating**” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“**Code 1**” has the meaning set out in Schedule 5 [Submittals Procedure];

“**Code 2**” has the meaning set out in Schedule 5 [Submittals Procedure];

“**Code 3**” has the meaning set out in Schedule 5 [Submittals Procedure];

“**Code 4**” has the meaning set out in Schedule 5 [Submittals Procedure];

“**Cofferdam**” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“**Cofferdam Closure Milestones**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**Cofferdam Reference Design**” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“**Coiling Counter Door**” has the meaning set out in Section 08 33 13 of Appendix 6-2 [Technical Specifications];

“**Cold Joint**” has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“**Communications Manager**” has the meaning set out in Schedule 9 [Communications Roles];

- “Community Liaison Committee”** has the meaning set out in Schedule 9 [Communications Roles];
- “Component Authorization”** has the meaning set out in Appendix 2-7 [Leave to Commence];
- “Component Management Plan”** has the meaning set out in Schedule 7 [Environmental Obligations];
- “Concrete Peak Capacity”** has the meaning set out in Section 03 60 00 of Appendix 6-2 [Technical Specifications];
- “Concrete Sustainable Capacity”** has the meaning set out in Section 03 60 00 of Appendix 6-2 [Technical Specifications];
- “Confidential Information”** has the meaning set out in Schedule 2 [General Conditions];
- “Connection Device”** has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];
- “Consent”** has the meaning set out in Schedule 5 [Submittals Procedure];
- “Consequential Damages”** has the meaning set out in Schedule 2 [General Conditions];
- “Consolidation Grouting”** has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];
- “Construction Communications Plan”** has the meaning set out in Schedule 9 [Communications Roles];
- “Construction Documents Phase”** has the meaning set out in Appendix 2-1 [Design-Build Review Process];
- “Construction Engineer”** has the meaning set out in Appendix 2-7 [Leave to Commence];
- “Construction Power”** has the meaning set out in Appendix 11-2 [Measurement and Payment];
- “Construction Quality Management Plan”** has the meaning set out in Appendix 8-2 [Quality Management];
- “Construction Road”** has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];
- “Construction Safety Officer”** has the meaning set out in Schedule 10 [Safety];
- “Contact Grouting”** has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];
- “Contact Water”** has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];
- “Contract”** means the agreement between BC Hydro and the Contractor as defined and described in the Contract Documents, as may be amended, supplemented or restated from time to time;
- “Contract Documents”** means the documents listed and described in Section 2.2 of the Agreement;
- “Contract Number”** has the meaning set out in Schedule 5 [Submittals Procedure];
- “Contract Price”** has the meaning set out in Section 3.1 of the Agreement;

- “Contract Records”** has the meaning set out in Schedule 2 [General Conditions];
- “Contract Year”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contract Year Labour Cost”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor”** means the entity identified as “the Contractor” on the first page of the Agreement;
- “Contractor Delay”** has the meaning set out in Schedule 2 [General Conditions];
- “Contractor Duties”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor Taxes”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Actual Daily Electricity Use”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Actual Daily Guest Night Use”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Aggregate Electricity Use”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Aggregate Guest Night Use”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Bid Documents”** has the meaning set out in Schedule 14 [Dispute Resolution Procedure];
- “Contractor’s Daily 72 Hour Confirmation”** has the meaning set out in Schedule 2 [General Conditions];
- “Contractor’s Electricity Use Entitlement”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Electricity Use Overage”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Guest Night Entitlement”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Guest Night Overage”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Contractor’s Integrator”** has the meaning set out in Section 26 24 25 of Appendix 6-2 [Technical Specifications];
- “Contractor’s Representative”** means the individual designated in Article 4 of the Agreement, or replacement appointed in accordance with Schedule 3 [Roles and Representatives];
- “Contractor’s Work Area”** means the area where the Contractor will perform the Work as defined by the Contract Documents;
- “Controlled Perimeter Blasting”** has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];
- “Conventionally Vibrated Concrete”** or **“CVC”** has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“**Convergence Targets**” as the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**Core Buttress**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**Corrective Action**” has the meaning set out in Schedule 8 [Quality Management];

“**Corresponding Fuel Product**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Curtain Grouting**” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“**Cushion Blasting**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“**D₅₀**” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“**Dam Buttress**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**Dam Site Area**” means the Dam Site Area as shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings];

“**Danger Tree**” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“**Dangerous Goods**” has the meaning set out in the *Transportation of Dangerous Goods Act (Canada)*;

“**Data Room**” has the meaning set out in Appendix 6-4 [Reference Documents];

“**Datalogger**” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**Debris**” has the meaning set out in Section 13 80 00 of Appendix 6-2 [Technical Specifications];

“**Debris Boom**” has the meaning set out in Section 13 80 00 of Appendix 6-2 [Technical Specifications];

“**Default Costs**” has the meaning set out in Schedule 2 [General Conditions];

“**Demobilization**” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“**Dental Concrete**” has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

“**Dental Shotcrete**” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“**Dental Excavation**” has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

“**Deposit Application**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Desiccant**” has the meaning set out in Section 40 90 02 of Appendix 6-2 [Technical Specifications];

“**Design-Build Work**” has the meaning set out in Schedule 2 [General Conditions];

“**Design Development Phase**” has the meaning set out in Appendix 2-1 [Design-Build Review Process];

“Design Engineer” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Design Load” or **“DL”** has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications] or Section 31 52 00 of Appendix 6-2 [Technical Specifications], as the context requires;

“Design Quality Management Plan” has the meaning set out in Appendix 8-1 [Design Quality Management Plan];

“Design Water Level” has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];

“Designated Aggregate Area” has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“Designated Borrow Area” or **“Designated Quarry”** has the meaning set out in Section 31 12 00 of Appendix 6-2 [Technical Specifications];

“Development Plan” has the meaning set out in Appendix 2-6 [Material Sources Outside Dam Site Area];

“Deviation Survey Instrument” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Dewatering” has the meaning set out in Section 31 80 00 of Appendix 6-2 [Technical Specifications];

“DFT” has the meaning set out in Section 05 12 23 of Appendix 6-2 [Technical Specifications] or Section 09 96 00 of Appendix 6-2 [Technical Specifications], as the context requires;

“Direct Costs” means with respect to all or part of the Work, the direct costs reasonably and necessarily incurred by the Contractor in the performance of such Work, calculated as follows:

- (a) with respect to labour, the total of:
 - (i) the reasonable and substantiated wages and salaries, and any medical, dental and other such benefits, and any statutory assessments, actually paid directly by the Contractor for labour directly and actively engaged in the performance of such Work; plus
 - (ii) the portion of the cost the Contractor pays for the Site supervisors who directly supervise such Work that is directly attributable to the amount of time the Site supervisors spent supervising such Work; plus
 - (iii) the reasonable and substantiated food, lodging and additional transportation costs for labour and supervisory personnel directly and actively engaged in the performance of such Work, to the extent the Contractor actually pays such costs; plus
- (b) with respect to materials, the total of the reasonable and substantiated direct costs of all materials reasonably and necessarily used by the Contractor for or incorporated into such Work, including freight and shipping costs, if any; plus
- (c) with respect to equipment (other than Small Tools) the total of the reasonable and substantiated rental charges for such equipment used directly in the performance of such Work, including equipment owned by the Contractor, at the rates established in the most recently published edition of the book entitled "Equipment Rental Rate Guide" and "The Blue Book" as published by the B.C. Road Builders & Heavy Construction Association, or if not so available at fair market rates as applicable for the rental of equipment at the Site, on the date when such Work is performed, without mark-up. Such rates will be without an operator and the cost of the operator of

such equipment may be included in the amount permitted for labour under paragraph (a) above;
plus

- (d) excluding any mark-ups applied by the Contractor or any Subcontractors involved in the performance of such Work.

“Dispute” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Dispute Notice” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Dispute Resolution Procedure” means the dispute resolution procedure set out in Schedule 14 [Dispute Resolution Procedure];

“Diversion Closure Cofferdam” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Diversion Inlet Channel” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Inlet Cofferdam” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Inlet Gates” has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];

“Diversion Inlet Structures” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Outlet Channel” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Outlet Cofferdam” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Outlet Stoplogs” has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];

“Diversion Outlet Structures” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Stage 1” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Diversion Stage 2” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Diversion Stages” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Diversion Tunnel 01” has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];

“Diversion Tunnel 02” has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];

“Diversion Tunnels” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Works” has the meaning set out in Schedule 11 [Prices and Payment];

“Diversion Works Stage 2” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Diversion Works Stage 2 Milestones” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Do Not Proceed - Re-Submit as Noted” has the meaning set out in Schedule 5 [Submittals Procedure];

“Document” has the meaning set out in Schedule 2 [General Conditions];

“Document Number” has the meaning set out in Schedule 2 [General Conditions];

“Downstream Closure Cofferdam” means the Cofferdam constructed at the Diversion Outlet Channel shown on Drawing 1016-C17-04052 of Appendix 6-3 [Drawings];

“Drain Hole” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“Drainage Gallery” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Drawings” has the meaning set out set out in Schedule 6 [Specifications and Drawings];

“Dry Film Thickness” has the meaning set out in Section 05 12 23 of Appendix 6-2 [Technical Specifications];

“Dry Mix” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“EAC” means the Environmental Assessment Certificate issued in respect of the Project;

“Earthfill Dam” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Effective Date” means the effective date of the Contract as set out on the first page of the Agreement;

“Efficiency” has the meaning set out in Section 44 35 00 of Appendix 6-2 [Technical Specifications];

“Electric Motor Actuator” has the meaning set out in Section 43 25 01 of Appendix 6-2 [Technical Specifications];

“Electric Piezometer” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Electric Radiant Heater” has the meaning set out in Section 23 83 33 of Appendix 6-2 [Technical Specifications];

“Electric Water Heater” has the meaning set out in Section 22 30 05 of Appendix 6-2 [Technical Specifications];

“Embedded Parts” has the meaning set out in Section 13 70 00 of Appendix 6-2 [Technical Specifications];

“Emergency Response Plan” has the meaning set out in Schedule 10 [Safety];

“Engineer” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Environmental Aspect Register” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Coordinator” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Incident” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Manager” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Monitor” has, for the purposes of Appendix 2-7 [Leaves to Commence], the meaning set out in Appendix 2-7 [Leave to Commence];

“Environmental Monitor” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Protection Plan” or **“EPP”** has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Requirements” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Specifications” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmental Tailboard Meeting” has the meaning set out in Schedule 7 [Environmental Obligations];

“Environmentally Sensitive Area” has the meaning set out in Schedule 7 [Environmental Obligations];

“Equivalent” has the meaning set out in Schedule 6 [Specifications and Drawings].

“Estimated Quantity” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Excavation in the Dry” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“Excavation Under Water” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“Excusable Delay” has the meaning set out in Schedule 11 [Prices and Payment];

“Exhaust Fan” has the meaning set out in Section 23 34 13 of Appendix 6-2 [Technical Specifications];

“Existing BC Hydro Facilities on the Peace River” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Expansion Joints” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Exploratory Adit Backfilling Plan” has the meaning set out in Section 31 40 01 of Appendix 6-2 [Technical Specifications];

“Exploratory Adits” has the meaning set out in Section 31 40 01 of Appendix 6-2 [Technical Specifications];

“External Quality Audit” has the meaning set out in Schedule 8 [Quality Management];

“External Service Environment” has the meaning set out in Section 05 12 23 of Appendix 6-2 [Technical Specifications];

“Extreme Weather Delay” has the meaning set out in Schedule 2 [General Conditions];

“Fabricator” has the meaning set out in Section 31 32 19 of Appendix 6-2 [Technical Specifications];

“Facing Panel” has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];

“Fibre-Reinforced Shotcrete” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“Fill Zone” has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

“Filter”, “Drainage”, “Granular Fill” or “Granular Material” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Filter Sock” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“Final Setting Time” has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“Final Quality Report” has the meaning set out in Schedule 8 [Quality Management];

“Fire Extinguisher” has the meaning set out in Section 10 44 00 of Appendix 6-2 [Technical Specifications];

“First Nation Environmental Monitors” has the meaning set out in Schedule 7 [Environmental Obligations];

“Fish Crowder” has the meaning set out in Section 35 20 30 of Appendix 6-2 [Technical Specifications];

“Fish Screen” has the meaning set out in Section 35 79 13 of Appendix 6-2 [Technical Specifications];

“Fish Transport Pod” has the meaning set out in Section 40 50 01 of Appendix 6-2 [Technical Specifications];

“Fitting” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Flange Coupling Adaptors” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Flap Gate” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Flashing” has the meaning set out in Section 07 60 00 of Appendix 6-2 [Technical Specifications];

“Flat and Elongated Particle” has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“Flexible Connectors” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

“For Information Only” has the meaning set out in Schedule 5 [Submittals Procedure];

“Force Majeure” means an event beyond the reasonable control of a party and includes any work stoppage (including strike, lock-out, picket or other labour dispute) that is not described by Section 12.3 of Schedule 2 [General Conditions], war, invasion, insurrection, civil or social unrest, riot, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic or quarantine restriction, earthquake, tidal wave or other

natural calamity, that prevents, delays or interrupts the performance of any obligation under the Contract, provided such event does not occur by reason of: the negligence of the party claiming Force Majeure (or those for whom it is in law responsible); or any act or omission of the party claiming Force Majeure (or those for whom it is in law responsible) that is in breach of the provisions of the Contract. Force Majeure does not include: (a) a party's lack of funds; or (b) the bankruptcy or insolvency of any Subcontractor; or (c) a shortage or unavailability of labour, equipment or materials unless such shortage or unavailability is caused by a Force Majeure; or (d) extreme or abnormal weather; or (e) flood, including any overtopping of the Cofferdams;

"Foundation Preparation" has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

"Foundation Protection" has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

"Foundation Release Form" has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

"Fractured Particle" has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

"Free Anchor Length" has the meaning set out in Section 31 52 00 of Appendix 6-2 [Technical Specifications];

"Free Stressing Length" has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications] or Section 31 52 00 of Appendix 6-2 [Technical Specifications], as the context requires;

"FRP" has the meaning set out in Section 44 42 56 of Appendix 6-2 [Technical Specifications];

"Fuel Surcharge Escalation Payment" has the meaning set out in Schedule 11 [Prices and Payment];

"Fusion" has the meaning set out in Section 40 23 61 of Appendix 6-2 [Technical Specifications];

"Gate Storage Chamber Pad" has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

"Gate Valve" has the meaning set out in Section 43 25 00 of Appendix 6-2 [Technical Specifications];

"General Site Documents" has the meaning set out in Schedule 2 [General Conditions];

"Geomembrane QC Officer" has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications];

"Geotextile" has the meaning set out in Section 31 32 19 of Appendix 6-2 [Technical Specifications];

"Girt" has the meaning set out in Section 13 34 19 of Appendix 6-2 [Technical Specifications];

"GIS Database or GIS Standard" has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

"Good Industry Practice" means the standards, practices, methods and procedures to a good professional and commercial standard, conforming to Laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

“Good Weather Day” has the meaning set out in Schedule 2 [General Conditions];

“Good Weather Day Shortfall” has the meaning set out in Schedule 2 [General Conditions];

“Governmental Authority” means any federal, provincial, territorial, regional, municipal or local authority, quasi-governmental authority, court, government, or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, having jurisdiction in any way over or in respect of any aspect of the performance of the Contract or the Project;

“Gross Negligence” means the failure to perform a duty of care in wanton or reckless disregard for the easily foreseeable or easily avoidable consequences of such a failure where such failure is tantamount to a willful disregard of that duty;

“Grout Enriched RCC” or **“GE-RCC”** has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“Grout Enriched Vibratable RCC” or **“GEVR”** has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“Grout Mortar” has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];

“Grout Sock” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];

“Grout Take” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“Grouting Pressure” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“Grubbing” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“GST” means the tax imposed in Canada pursuant to Part IX of the *Excise Tax Act* (Canada);

“Guest” has the meaning set out in Schedule 2 [General Conditions];

“Gusset” has the meaning set out in Section 13 34 19 of Appendix 6-2 [Technical Specifications];

“Haul Road” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Hazard” means an object or condition (source or situation) that may expose a person to a risk of injury or occupational disease;

“Hazardous Material” has the meaning set out in Schedule 10 [Safety];

“Hazardous Product” means any product, mixture, material or substance that is classified in accordance with the regulations made under section 15(1) of the *Hazardous Products Act* (Canada) in a category or subcategory of a hazard class listed in Schedule 2 of that Act;

“Hazardous Products and Hazardous Substances Procedures” has the meaning set out in Schedule 7 [Environment];

“Hazardous Substance” means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical, contaminant, dangerous good, constituent or other material which is or becomes listed, regulated or addressed under any Law respecting the use, manufacture, importation,

handling, transportation, storage, disposal and treatment of the substance, mixture of substances, product, waste, organism, pollutant, material, chemical, contaminant, dangerous good, constituent or other material;

“HDPE Geomembrane” has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications];

“Head Office Overhead” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Heat Tracing” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Heavy Access Route” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Heritage Specialist” has the meaning set out in Schedule 7 [Environmental Obligations];

“HMI” has the meaning set out in Section 26 24 25 of Appendix 6-2 [Technical Specifications];

“Hold Point” has the meaning set out in Schedule 8 [Quality Management];

“Horizontal Close-Coupled End Suction Pump” has the meaning set out in Section 44 35 34 of Appendix 6-2 [Technical Specifications];

“Hot Joint” has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“Hydraulic Gate” has the meaning set out in Section 35 20 15 of Appendix 6-2 [Technical Specifications];

“Hydro-Mechanical Equipment” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Hydro-Pneumatic Tank” has the meaning set out in Section 44 35 34 of Appendix 6-2 [Technical Specifications];

“Hydro’s Representative” means the individual designated in Article 4 of the Agreement, or replacement appointed in accordance with Schedule 3 [Roles and Representatives];

“Hydroseed” or **“Hydroseeding”** has the meaning set out in Section 31 99 00 of Appendix 6-2 [Technical Specifications];

“IESNA” has the meaning set out in Section 13 20 10 of Appendix 6-2 [Technical Specifications];

“Immersion Service Environment” has the meaning set out in Section 05 12 23 of Appendix 6-2 [Technical Specifications];

“Impervious Fill” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Inclinometer & Inclinometer Casing” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Indemnified Parties” has the meaning set out in Schedule 2 [General Conditions];

“Indemnified Party” has the meaning set out in Schedule 2 [General Conditions];

“Independent Engineer” has the meaning set out in Appendix 2-7 [Leaves to Commence];

“Independent Environmental Monitor” has the meaning set out in Schedule 7 [Environmental Obligations];

“Indicated Good Weather Days” has the meaning set out in Schedule 2 [General Conditions];

“Indicative Cost of Labour” has the meaning set out in Schedule 11 [Prices and Payment];

“Indicative Craft Trades” has the meaning set out in Schedule 11 [Prices and Payment];

“Initial Setting Time” has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“Inlet Structure 01” has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];

“Inlet Structure 02” has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];

“Instrumentation Warehouse” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Intelligent Compaction Technology” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Interface” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interface Date” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interlocked Steel Piles” has the meaning set out in Section 31 74 00 of Appendix 6-2 [Technical Specifications];

“Interlocks” has the meaning set out in Section 31 74 00 of Appendix 6-2 [Technical Specifications];

“Inspection” has the meaning set out in Schedule 8 [Quality Management];

“Inspection and Test Plans” have the meaning as set out in Appendix 8-2 [Construction Quality Management Plan];

“Installer” has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications];

“Interior Service Environment” has the meaning set out in Section 05 12 23 of Appendix 6-2 [Technical Specifications];

“Internal Quality Audit” has the meaning set out in Schedule 8 [Quality Management];

“ISO” has the meaning set out in Schedule 8 [Quality Management];

“Issued for Construction Drawings” or **“IFC Drawings”** has the meaning set out in Schedule 2 [General Conditions];

“Joint Sealant” or **“Sealant”** has the meaning set out in Section 07 92 00 of Appendix 6-2 [Technical Specifications];

“Key Individual” means any individual identified in Schedule 3 [Roles and Representatives];

“Laser Convergence Meter” or **“Pivot Laser Extensometer”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Labour & Material Payment Bond” has the meaning set out in Schedule 11 [Prices and Payment];

“Labour Disruption” has the meaning set out in Schedule 2 [General Conditions];

“Labour Escalation” has the meaning set out in Schedule 11 [Prices and Payment];

“Labour Escalation Adjustment” has the meaning set out in Schedule 11 [Prices and Payment];

“Labour Hourly Rates” has the meaning set out in Schedule 11 [Prices and Payment];

“Lagging” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];

“Laws” means all valid laws, including common law, federal, provincial, and municipal statutes, bylaws, and other local laws, orders, rules, regulations, approvals and policies of any Governmental Authority, including those related to occupational health and safety, fire, employment insurance, workers’ compensation, the transportation and handling of Hazardous Substances, the transportation and handling of Dangerous Goods, environmental protection, standards, building codes and other governmental requirements, work practices and procedures, that are applicable to the discharge of obligations set out in the Contract Documents, including the performance of the Work;

“Laydown Area” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Layer Thickness” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“LDH” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“Leave to Commence Construction” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #1” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #2” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #3” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #4” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #5” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #6” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #7” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #8” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Left Bank Drainage Adit” means the access adit and drainage adit shown on Drawing 1016-C04-04000 of Appendix 6-3 [Drawings];

“Left Bank Excavation” means the Left Bank Excavation as shown on Drawing 1016-C18-00406 of Appendix 6-3 [Drawings];

“Level Sensor” has the meaning set out in Section 40 90 02 of Appendix 6-2 [Technical Specifications];

“Lifting Beam” has the meaning set out in Section 40 50 01 of Appendix 6-2 [Technical Specifications];

“Line Drilling” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“Lining” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Liquidated Damages” has the meaning set out in Schedule 11 [Prices and Payment];

“LLDPE Geomembrane” has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications];

“Local Basin” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Lock-Off Load” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications] or Section 31 52 00, as the context requires;

“Louvre” has the meaning set out in Section 08 90 00 of Appendix 6-2 [Technical Specifications] or Section 23 34 13 of Appendix 6-2 [Technical Specifications], as the context requires;

“Lugeon” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“Machine Free Zone” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“Magnetic Flow Meter” has the meaning set out in Section 40 90 01 of Appendix 6-2 [Technical Specifications];

“Manual Actuator” has the meaning set out in Section 43 25 01 of Appendix 6-2 [Technical Specifications];

“Manufacturer” has the meaning set out in Section 31 32 19 of Appendix 6-2 [Technical Specifications] or Section 31 32 20 of Appendix 6-2 [Technical Specifications], as the context requires;

“Marked Up IFC Drawing” has the meaning set out in Schedule 6 [Specifications and Drawings];

“Master Welder” has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications];

“Maximum Line of Excavation” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Mechanical Type Couplings” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Merchantable Tree” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“Metal Leaching” or **“ML”** has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Mid-stream Island” means the Mid-stream Island as shown on Drawing 1016-C07-00170 of Appendix 6-3 [Drawings];

“Milestone” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Milestone Date” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Minimum Line of Excavation” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“Minimum Yield Load” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];

“Ministry of Transportation” or **“MoTI”** has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Moberly River Construction Bridge” or **“MRCB”** has the meaning set out in Section 34 99 00 of Appendix 6-2 [Technical Specifications];

“Mobilization” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Mobilization Schedule” has the meaning set out in Schedule 4 [Work Program and Schedule];

“Monorail Hoist” has the meaning set out in Section 41 22 00 of Appendix 6-2 [Technical Specifications];

“Monthly Cement Product Adjustment” has the meaning set out in Schedule 11 [Prices and Payment];

“Monthly Progress Report” has the meaning set out in Schedule 4 [Work Program and Schedule];

“Monthly Total Actual Volume” has the meaning set out in Schedule 11 [Prices and Payment];

“Monthly Total Fuel Cost Escalation Adjustment” has the meaning set out in Schedule 11 [Prices and Payment];

“MoTI” means the British Columbia Ministry of Transportation and Infrastructure;

“MSE Wall System” or **“MSE Wall”** has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];

“Multiple Employer Workplace” has the meaning set out in Schedule 10 [Safety];

“Multiple Position Borehole Extensometer” or **“MPBX”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Natural River Conditions” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Net pressure suction head (NPSH)” has the meaning set out in Section 44 35 00 of Appendix 6-2 [Technical Specifications];

“Non-Contact Water” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Nonconformity” has the meaning set out in Schedule 8 [Quality Management];

“Nonconformity Report” has the meaning set out in Schedule 8 [Quality Management];

“Nonconformity Tracking System” has the meaning set out in Schedule 8 [Quality Management];

“North Bank” or **“Left Bank”** means the land located to the north of the Peace River;

“North Bank Road” means the North Bank Road as shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings];

“Not Potentially Acid Generating” or **“NPAG”** or **“Not PAG”** has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Notice of Failure to Comply” has the meaning set out in Schedule 10 [Safety];

“Occupational Health & Safety Management Program” or **“OHSMP”** has the meaning set out in Schedule 10 [Safety];

“OHSR” has the meaning set out in Schedule 10 [Safety];

“Open Standpipe Piezometer” has the meaning set out in Section 31 80 00 of Appendix 6-2 [Technical Specifications];

“Optimum Moisture Content” or **“OMC”** has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Orders” has the meaning set out in Schedule 17 [Privacy Protection];

“Ordinary High Water Mark” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Other Borrow Areas” or **“Other Quarries”** has the meaning set out in Section 31 12 00 of Appendix 6-2 [Technical Specifications];

“Other Contractor” has the meaning set out in Schedule 2 [General Conditions];

“Other Prime Contractor” has the meaning set out in Schedule 10 [Safety];

“Overbreak Concrete” has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];

“P6-Base Work Program and Schedule” has the meaning set out in Schedule 4 [Work Program and Schedule];

“Panel” has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications];

“Parent Company Guarantee” has the meaning set out in Schedule 11 [Prices and Payment];

“Partial Good Weather Day” has the meaning set out in Schedule 2 [General Conditions];

“Peace River Construction Bridge” or **“PRCB”** has the meaning set out in Section 34 99 00 of Appendix 6-2 [Technical Specifications];

“Performance Bond” has the meaning set out in Schedule 11 [Prices and Payment];

“Performance Security” has the meaning set out in Schedule 11 [Prices and Payment];

“Permanent Debris Handling Facility” has the meaning set out in Section 13 80 00 of Appendix 6-2 [Technical Specifications];

“Permanent Road” has the meaning set out in Section 34 50 00 in Appendix 6-2 [Technical Specifications];

“Permits” means all permissions, consents, approvals, registrations, certificates, permits, licences, statutory agreements and authorizations required from any Governmental Authority, including the EAC, the Federal Decision Statement issued in respect of the Project; and all necessary consents and agreements from any third parties, needed to carry out the Work in accordance with the Contract Documents, and includes Project Related Permits and Permits to be obtained by the Contractor;

“Permitting Plan” has the meaning set out in Schedule 2 [General Conditions];

“Person” means any individual, sole proprietorship, corporation, company, partnership, unincorporated association, association, institution, entity, party, trust, trustee, joint venture, estate, cooperative or other legal entity;

“Personal Information” means recorded information about an identifiable individual, other than contact information (as defined in FOIPPA), collected, created or otherwise acquired by the Contractor as a result of the Contract or any previous agreement between BC Hydro and the Contractor dealing with the same subject matter as the Contract;

“Petrographic Number” or **“PN”** has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“Piling Installer” has the meaning set out in Section 31 74 00 of Appendix 6-2 [Technical Specifications];

“Piling Specialist” has the meaning set out in Section 31 74 00 of Appendix 6-2 [Technical Specifications];

“Pilot Bit” has the meaning set out in Section 31 74 00 of Appendix 6-2 [Technical Specifications];

“Pipe Hanger” has the meaning set out in Section 40 23 02 of Appendix 6-2 [Technical Specifications];

“Pipe Insulation” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Pipe Support” has the meaning set out in Section 40 23 02 of Appendix 6-2 [Technical Specifications];

“Piping Schedule” has the meaning set out in Section 40 23 15 of Appendix 6-2 [Technical Specifications];

“PLC” has the meaning set out in Section 26 24 25 of Appendix 6-2 [Technical Specifications];

“Pneumatic Piezometer” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Pneumatic Tubing” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Portal Plug” has the meaning set out in Section 31 40 01 of Appendix 6-2 [Technical Specifications];

“Potentially Acid Generating” or **“PAG”** has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Power Distribution Equipment” has the meaning set out in Section 26 50 00 of Appendix 6-2 [Technical Specifications];

“Power Distribution Infrastructure” has the meaning set out in Section 26 50 00 of Appendix 6-2 [Technical Specifications];

“Power Drops” has the meaning set out in Section 26 50 00 of Appendix 6-2 [Technical Specifications];

“Power Supply Points” has the meaning set out in Section 26 50 00 of Appendix 6-2 [Technical Specifications];

“Powerhouse Buttress” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Pre-splitting” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“Pre-Work Orientation” has the meaning set out in Schedule 7 [Environmental Obligations];

“Precast Concrete” has the meaning set out in Section 03 41 00 of Appendix 6-2 [Technical Specifications];

“Preliminary Change Instruction” has the meaning set out in Schedule 12 [Changes];

“Pressure Gauge” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Pressure Relief Drain” has the meaning set out in Section 31 80 00 of Appendix 6-2 [Technical Specifications];

“Preventive Action” has the meaning set out in Schedule 8 [Quality Management];

“Price Items” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Primary Anchors” has the meaning set out in Section 13 70 00 of Appendix 6-2 [Technical Specifications];

“Prime Contractor” has the meaning set out in Schedule 10 [Safety];

“Prime Rate” means the floating annual rate of interest established by the Bank of Montreal from time to time as its reference rate of interest, to determine the interest rate it will charge for loans in Canadian dollars to its customers in Canada and designated as its “Prime Rate”;

“Proceed Except As Noted and Re-Submit” has the meaning set out in Schedule 5 [Submittals Procedure];

“Production Holes” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“Professional Engineer” means a Professional Engineer registered with the Association of Professional Engineers and Geoscientists of British Columbia;

“Professional of Record” or **“PoR”** has the meaning set out in Schedule 5 [Submittals Procedure];

“Progress Payment Estimate” has the meaning set out in Schedule 11 [Prices and Payment];

“Project” has the meaning set out in Recital A of the Agreement, of which the performance of the Work is a part;

- “**Project Delay**” has the meaning set out in Schedule 2 [General Conditions];
- “**Project Related Permits**” has the meaning set out in Schedule 2 [General Conditions];
- “**Proof-roll**” has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];
- “**Proper Documentation**” has the meaning set out in Appendix 2-7 [Leave to Commence];
- “**PSSP**” has the meaning set out in Schedule 10 [Safety];
- “**PST**” means the tax imposed in British Columbia pursuant to the *Provincial Sales Tax Act* (British Columbia);
- “**Public**” or “**public**” means local and regional governments, communities, stakeholders, property owners, businesses, the general public and Aboriginal groups;
- “**Public Hazards**” has the meaning set out in Schedule 10 [Safety];
- “**Public Safety Management Plan**” has the meaning set out in Schedule 10 [Safety];
- “**Purlin**” has the meaning set out in Section 13 34 19 of Appendix 6-2 [Technical Specifications];
- “**Qualified**” has the meaning set out in Schedule 10 [Safety];
- “**Qualified Environmental Professional**” has the meaning set out in Schedule 7 [Environmental Obligations];
- “**Quality**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Documentation Submittals**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Management**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Management Plans**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Management System**” or “**QMS**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Manager**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Manual**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Objectives**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Policy**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Progress Report**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Record**” has the meaning set out in Schedule 8 [Quality Management];
- “**RCC Peak Capacity**” has the meaning set out in Section 03 70 00 of Appendix 6-2 [Technical Specifications];
- “**RCC Specialist**” has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“RCC Sustainable Capacity” has the meaning set out in Section 03 70 00 of Appendix 6-2 [Technical Specifications];

“Rebound” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“Record Drawing” has the meaning set out in Schedule 6 [Specifications and Drawings];

“Records” has the meaning set out in Schedule 15 [Records];

“Referee” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Referee Agreement” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Referee Notice” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Reference Documents” has the meaning set out in Appendix 6-4 [Reference Documents];

“Refusal” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“Rejected” has the meaning set out in Schedule 5 [Submittals Procedure];

“Relocated Surplus Excavation Materials” or **“RSEM”** has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Representative” means either Hydro’s Representative or the Contractor’s Representative, as the case may be;

“Required Excavations” has the meaning set out in Section 31 12 00 of Appendix 6-2 [Technical Specifications];

“Reservoir Filling” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“Revegetation Materials Supplier” has the meaning set out in Section 31 99 00 of Appendix 6-2 [Technical Specifications];

“Revegetation Subcontractor” has the meaning set out in Section 31 99 00 of Appendix 6-2 [Technical Specifications];

“Reverse-Head Extensometer” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Review” has the meaning set out in Schedule 5 [Submittals Procedure];

“Right Bank Cofferdam” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Right Bank Drainage Tunnel” means the drainage tunnel shown on Drawings 1016-C02-00439, 1016-C02-00440 and 1016-C02-00441 of Appendix 6-3 [Drawings];

“Ring Bit” has the meaning set out in Section 31 74 00 of Appendix 6-2 [Technical Specifications];

“Riprap Bedding” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“River Closure” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“River Road” means the River Road as shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings];

“RMC Galvanized Steel Tubing” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Road Dedicated for Other Contractors” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Rock Bolt” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];

“Rock Dowel” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];

“Rockfill” or **“Riprap”** has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Roller Compacted Concrete” or **“RCC”** has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“Roller Compacted Concrete Batch Plant” or **“RCC Batch Plant”** has the meaning set out in Section 03 70 00 of Appendix 6-2 [Technical Specifications];

“Roller Pass” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“RSEM and Water Management Work Plan” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“RSEM Area L3” means RSEM Area L3 as shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings];

“RSEM Reference Concept” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“Safe Work Procedures” has the meaning set out in Schedule 10 [Safety];

“Safety Area” has the meaning set out in Schedule 10 [Safety];

“Safety Audits and Inspections” has the meaning set out in Schedule 10 [Safety];

“Safety Laws” has the meaning set out in Schedule 10 [Safety];

“Safety Order” has the meaning set out in Schedule 10 [Safety];

“Scaling” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“Schedule of Prices and Estimated Quantities” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Schematic Design Phase” has the meaning set out in Appendix 2-1 [Design-Build Review Process];

“SCX” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“Security Plan” has the meaning set out in Schedule 2 [General Conditions];

“Septimus Repeater Station” means the repeater station to be constructed by BC Hydro at the Septimus Repeater Site as shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings];

“Septimus Road” means Septimus Road as described in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Septimus Siding” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“Service Bay Pad” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Settlement Agreement” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Settlement Meeting” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“ShareAccelArray” or **“SAA”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Shared Road” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Sheet Pile” has the meaning set out in Section 31 62 16.13 of Appendix 6-2 [Technical Specifications];

“Shotcrete” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“Signal Cable” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“Site” means the general location of the Project, including all areas covered by the EAC;

“Site C Document Control” has the meaning set out in Schedule 2 [General Conditions];

“Site C Substation” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Site C Substation Phase 1” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Site C Substation Phase 2” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Site C Substation Phase 3” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Site Overhead” has the meaning set out in Appendix 11-2 [Measurement and Payment]; and

“Site Safety Coordinator” has the meaning set out in Schedule 10 [Safety];

“Site Safety Management Plan” or **“SSMP”** has the meaning set out in Schedule 10 [Safety];

“Slash” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“Sleeve Type Couplings” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“Slide Gate” has the meaning set out in Section 35 20 19 of Appendix 6-2 [Technical Specifications];

“Slurry Cut-Off Specialist” has the meaning set out in Section 31 75 00 of Appendix 6-2 [Technical Specifications];

- “Slurry Cut-Off Wall”** has the meaning set out in Section 31 75 00 of Appendix 6-2 [Technical Specifications];
- “Slurry Cut-Off Wall Subcontractor”** has the meaning set out in Section 31 75 00 of Appendix 6-2 [Technical Specifications];
- “Slurry Trench”** has the meaning set out in Section 31 75 00 of Appendix 6-2 [Technical Specifications];
- “Slush Grout”** has the meaning set out in Section 31 60 00 of Appendix 6-2 [Technical Specifications];
- “Small Tool”** has the meaning set out in Schedule 12 [Changes];
- “Smart Meters”** has the meaning set out in Section 26 50 00 of Appendix 6-2 [Technical Specifications];
- “Smooth Blasting”** has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];
- “Soil Reinforcement”** has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];
- “Sound Rock”** has the meaning set out in Section 31 75 00 of Appendix 6-2 [Technical Specifications];
- “South Bank”** or **“Right Bank”** means the land located to the south of the Peace River;
- “South Bank Initial Access Road”** means the South Bank Initial Access Road as described in Section 34 50 00 of Appendix 6-2 [Technical Specifications];
- “SPCSP”** has the meaning set out in Section 13 20 10 of Appendix 6-2 [Technical Specifications] or Section 13 20 20 of Appendix 6-2 [Technical Specifications], as the context requires;
- “Specifications”** or **“Technical Specifications”** has the meaning set out in Schedule 6 [Specifications and Drawings];
- “Specified Area”** has the meaning set out in Schedule 10 [Safety];
- “Spider Plate”** has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];
- “Spillway Buttress”** has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “Spillway Stoplogs”** has the meaning set out in Section 13 60 00 of Appendix 6-2 [Technical Specifications];
- “Split-spacing Method”** has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];
- “Staff Gauge”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];
- “Stage”** has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];
- “Stage 1 Cofferdams”** has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];
- “Stage 2 Cofferdams”** has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“**Stage Grouting**” has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];

“**Standard Detail**” has the meaning set out in Section 40 23 00 of Appendix 6-2 [Technical Specifications];

“**Standard Specifications**” or “**SS**” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“**Steel Set**” has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications];

“**Stem**” has the meaning set out in Section 43 25 00 of Appendix 6-2 [Technical Specifications];

“**Stilling Basin Downstream**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**Stilling Tube**” has the meaning set out in Section 40 90 02 of Appendix 6-2 [Technical Specifications];

“**Stockpile Area**” has the meaning set out in Section 31 12 00 of Appendix 6-2 [Technical Specifications];

“**Stockpile Type 1**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Stockpile Type 2**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Stockpile Type 3**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Stockpile Unit Price**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Stockpile Volume Measurement Date**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Stop Work Procedure**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Stripping**” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“**Strong Motion Accelerograph**” or “**SMA**” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**Structural Backfill**” has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];

“**Sub-drilling**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“**Sub-purlin**” has the meaning set out in Section 13 34 19 of Appendix 6-2 [Technical Specifications];

“**Subcontractor**” has the meaning set out in Schedule 2 [General Conditions];

“**Subgrade Surface**” has the meaning set out in Section 31 32 20 of Appendix 6-2 [Technical Specifications] or Section 34 50 00 of Appendix 6-2 [Technical Specifications], as the context requires;

“**Submersible Horizontal Propeller Pump**” has the meaning set out in Section 44 42 56 of Appendix 6-2 [Technical Specifications];

“**Submittal**” has the meaning set out in Schedule 5 [Submittals Procedure];

“**Submittal Item**” has the meaning set out in Schedule 5 [Submittals Procedure];

- “Submittal Schedule”** has the meaning set out in Schedule 5 [Submittals Procedure];
- “Substantial Completion”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Successful Connection”** has the meaning set out in Section 31 40 00 of Appendix 6-2 [Technical Specifications];
- “Supplementary Cementing Material”** or **“SCM”** has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];
- “Supporting Role Construction Communications Plan”** has the meaning set out in Schedule 9 [Communications Roles];
- “Survey Marker”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];
- “TAB”** has the meaning set out in Section 13 20 20 of Appendix 6-2 [Technical Specifications];
- “Tag”** has the meaning set out in Section 40 23 01 of Appendix 6-2 [Technical Specifications];
- “Tailrace Channel”** has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “Tailrace Wall”** has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “Tee Wrench”** has the meaning set out in Section 43 25 01 of Appendix 6-2 [Technical Specifications];
- “Temperature Sensing Cable”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];
- “Temperature Sensor”** has the meaning set out in Section 40 90 02 of Appendix 6-2 [Technical Specifications];
- “Temporary Debris Handling Facility”** has the meaning set out in Section 13 80 50 of Appendix 6-2 [Technical Specifications];
- “Temporary Foreign Worker”** has the meaning set out in Schedule 2 [General Conditions];
- “Temporary Stockpile Payment”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Temporary Upstream Fishway”** means the facility shown on Drawings 1016-C13-00302 through 1016-C13-00486 of Appendix 6-3 [Drawings];
- “Test Load”** has the meaning set out in Section 31 30 00 of Appendix 6-2 [Technical Specifications] or Section 31 52 00 of Appendix 6-2 [Technical Specifications], as the context requires;
- “THD”** has the meaning set out in Section 26 29 23 of Appendix 6-2 [Technical Specifications];
- “Theoretical Air Free Density”** or **“TAFD”** has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];
- “Thermistor”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];
- “Thermistor String”** has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**Topsoil**” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“**Total Completion**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Traffic Management Plan**” has the meaning set out in Section 34 99 00 of Appendix 6-2 [Technical Specifications];

“**Train Hauled Materials**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Transmission Line Right of Way in Area A**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**Transmittal**” has the meaning set out in Schedule 2 [General Conditions];

“**TSS**” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“**Tunnel Conversion**” has the meaning set out in Section 13 30 00 of Appendix 6-2 [Technical Specifications];

“**Type A Fill**” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**Under-excavation**” has the meaning set out in Section 31 23 00 of Appendix 6-2 [Technical Specifications];

“**Under-Reamer Bit**” has the meaning set out in Section 31 74 00 of Appendix 6-2 [Technical Specifications];

“**Unreinforced Shotcrete**” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“**Upstream Closure Cofferdam**” means the Stage 2 Upstream Cofferdam shown on Drawing 1016-C17-00217 of Appendix 6-3 [Drawings];

“**Value Engineering Proposal**” has the meaning set out in Schedule 12 [Changes];

“**Valve Box**” has the meaning set out in Section 43 25 00 of Appendix 6-2 [Technical Specifications];

“**Variable Speed Drive**” has the meaning set out in Section 44 35 00 of Appendix 6-2 [Technical Specifications];

“**Variance Threshold Percentage**” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“**Vent**” has the meaning set out in Section 08 90 00 of Appendix 6-2 [Technical Specifications];

“**Vertical Mixed Flow Pump**” has the meaning set out in Section 44 35 26 of Appendix 6-2 [Technical Specifications];

“**Vertical Turbine Pump**” has the meaning set out in Section 44 35 21 of Appendix 6-2 [Technical Specifications];

“**VFD**” has the meaning set out in Section 26 24 25 of Appendix 6-2 [Technical Specifications], Section 26 29 23 of Appendix 6-2 [Technical Specifications] or Section 44 35 00 of Appendix 6-2 [Technical Specifications], as the context requires;

“**VFD System**” has the meaning set out in Section 26 29 23 of Appendix 6-2 [Technical Specifications];

“**Vibrating Wire Piezometer**” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**Vibrating Wire Settlement Cell**” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**W₅₀**” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“**Wall Designer**” has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];

“**Wall Manufacturer**” has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];

“**Warm Joint**” has the meaning set out in Section 03 50 00 of Appendix 6-2 [Technical Specifications];

“**Warranty Period**” has the meaning set out in Schedule 2 [General Conditions];

“**Warranty Work**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Waste Wood**” has the meaning set out in Section 31 11 00 of Appendix 6-2 [Technical Specifications];

“**Water Management Infrastructure**” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“**Water Management Plan**” has the meaning set out in Section 13 40 00 of Appendix 6-2 [Technical Specifications];

“**Water Retaining Structures**” has the meaning set out in Section 03 10 00 of Appendix 6-2 [Technical Specifications];

“**WCB**” has the meaning set out in Section 31 76 00 of Appendix 6-2 [Technical Specifications];

“**Weather Dependent Works**” has the meaning set out in Schedule 2 [General Conditions];

“**Well Cover**” has the meaning set out in Section 13 50 00 of Appendix 6-2 [Technical Specifications];

“**Wet Mix**” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“**Wire-Reinforced Shotcrete**” has the meaning set out in Section 03 37 13 of Appendix 6-2 [Technical Specifications];

“**Witness Point**” has the meaning set out in Schedule 8 [Quality Management];

“**Woody Debris**” has the meaning set out in Section 31 99 00 of Appendix 6-2 [Technical Specifications];

“**Work**” means and includes anything and everything required to be done by the Contractor for the fulfilment and completion of the Contract;

“**Work Platform**” has the meaning set out in Section 31 75 00 of Appendix 6-2 [Technical Specifications];

“**Work Program and Schedule**” has the meaning set out in Schedule 4 [Work Program and Schedule];

“Work Site” means the location where the constructed Work is to be finally or permanently located or installed;

“Workable Hours” means:

- (a) with respect to the Powerhouse Buttress RCC or Spillway Buttress RCC, the actual number of hours in a Partial Good Weather Day that the air temperature measured at the Climate Station was warmer than -2°C and the rainfall measured at the Climate Station did not exceed 2.5 millimeters during a single hour; or
- (b) with respect to the Earthfill Dam, the actual number of hours in a Partial Good Weather Day that the air temperature measured at the Climate Station was warmer than 0°C;

“Worker Accommodation Area” has the meaning set out in Schedule 2 [General Conditions];

“Worker Accommodation Facility” has the meaning set out in Schedule 2 [General Conditions];

“Worker Accommodation Operator” has the meaning set out in Schedule 2 [General Conditions];

“WorkSafeBC” has the meaning set out in Schedule 10 [Safety]; and

“WPP” has the meaning set out in Schedule 10 [Safety].

Any words or phrases defined elsewhere in the Contract will have the particular meaning assigned to such words or phrases.

2 INTERPRETATION

Except as expressly set out otherwise in the Contract Documents or as the context otherwise requires, the following will apply to the interpretation of the Contract:

- (a) the Contract Documents are complementary and will be read and interpreted together and what is required by any one Contract Document will be deemed to be required by all Contract Documents;
- (b) headings are for convenience and reference only and will not affect the interpretation of the Contract;
- (c) all dollar figures will mean Canadian dollars;
- (d) words importing the singular include the plural, and vice versa;
- (e) words importing gender include all genders;
- (f) where a reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;
- (g) where the date for any delivery or response falls on a Saturday, Sunday or statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day which is not a Saturday, Sunday or statutory holiday observed in British Columbia;
- (h) in the calculation of time, the first day will be excluded and the last day will be included;
- (i) the words in the Contract Documents will bear their natural or defined meaning;

- (j) the word “including” is deemed to be followed by “without limitation”;
- (k) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations 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
- (l) the parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that 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 the Contract.

3 PRIORITY OF CONTRACT DOCUMENTS

If there is any inconsistency or conflict between provisions of the Contract Documents, then:

- (a) the order of priority between the Contract Documents, from highest to lowest with the Agreement having the highest priority, is as follows:
 - (i) the Agreement;
 - (ii) all Schedules, Appendices, Exhibits and Attachments, excluding Drawings and Specifications;
 - (iii) Drawings; and
 - (iv) Specifications;
- (b) Drawings of a larger scale have priority over Drawings of a smaller scale;
- (c) figured dimensions on a Drawing will govern over scaled measurements on the same Drawing; and
- (d) Documents of a later date will always supersede a similar type of Document of an earlier date.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 2

GENERAL CONDITIONS

1 INTERPRETATION

1.1 Definitions

In this Schedule 2 [General Conditions], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“Actual Good Weather Days” means the sum of the Good Weather Days and Partial Good Weather Days which actually occurred during the applicable Baseline Work Period;

“Administrative Correspondence” has the meaning set out in Section 2.1(a)(ii) of this Schedule 2 [General Conditions];

“Apprentices Policy” has the meaning set out in Section 6.24 of this Schedule 2 [General Conditions];

“Baseline Work Period” has the meaning set out in Section 13.3(a) of this Schedule 2 [General Conditions];

“BC Hydro Delay” has the meaning set out in Section 12.1 of this Schedule 2 [General Conditions];

“Climate Station” means climate station 7;

“Confidential Information” has the meaning set out in Section 20.1 of this Schedule 2 [General Conditions];

“Consequential Damages” has the meaning set out in Section 24.2 of this Schedule 2 [General Conditions];

“Contract Records” has the meaning set out in Section 2.1(a) of this Schedule 2 [General Conditions];

“Contractor Delay” has the meaning set out in Section 12.2 of this Schedule 2 [General Conditions];

“Contractor’s Daily 72 Hour Confirmation” has the meaning set out in Section 7.6(b) of this Schedule 2 [General Conditions];

“Default Costs” has the meaning set out in Section 15.3(c) of this Schedule 2 [General Conditions];

“Design-Build Work” has the meaning set out in Section 8.1 of this Schedule 2 [General Conditions];

“Document” has the meaning set out in Section 2.1(b) of this Schedule 2 [General Conditions];

“Document Number” has the meaning set out in Section 2.1(c) of this Schedule 2 [General Conditions];

“Extreme Weather Delay” has the meaning in Section 13.4(b) of this Schedule 2 [General Conditions];

“General Site Documents” has the meaning set out in Section 5.5 of this Schedule 2 [General Conditions];

“Good Weather Day” means:

- (a) with respect to the Powerhouse Buttress RCC or Spillway Buttress RCC, any day during which:
 - (i) the air temperature measured at the Climate Station is warmer than -2°C for at least 20 hours; and
 - (ii) the rainfall measured at the Climate Station does not exceed 2.5 millimeters during a single hour during the period that the air temperature measured at the Climate Station is warmer than -2°C; and
- (b) with respect to the Earthfill Dam, any day during which:
 - (i) the air temperature measured at the Climate Station is warmer than 0°C for at least 20 hours; and
 - (ii) the rainfall measured at the Climate Station does not exceed 5 millimeters in the aggregate;

“Good Weather Day Shortfall” has the meaning set out in Section 13.5 of this Schedule 2 [General Conditions];

“Guest” has the meaning set out in Section 7.5 of this Schedule 2 [General Conditions];

“Indemnified Parties” has the meaning set out in Section 23.1 of this Schedule 2 [General Conditions];

“Indemnified Party” has the meaning set out in Section 23.1 of this Schedule 2 [General Conditions];

“Indicated Good Weather Days” has the meaning set out in Section 13.3(b) of this Schedule 2 [General Conditions];

“Issued for Construction Drawings” or **“IFC Drawings”** has the meaning set out in Section 3.18 of this Schedule 2 [General Conditions];

“Labour Disruption” has the meaning set out in Section 6.4(b) of this Schedule 2 [General Conditions];

“Other Contractor” has the meaning set out in Section 3.6 of this Schedule 2 [General Conditions];

“Partial Good Weather Day” means:

- (a) with respect to the Powerhouse Buttress RCC or Spillway Buttress RCC, any day during which:
 - (i) the air temperature measured at the Climate Station is warmer than -2°C for less than 20 hours, but at least 4 hours; and
 - (ii) the rainfall measured at the Climate Station does not exceed 2.5 millimeters during a single hour during the period that the air temperature measured at the Climate Station is warmer than -2°C; and
- (b) with respect to the Earthfill Dam, any day during which:
 - (i) the air temperature measured at the Climate Station is warmer than 0°C for less than 20 hours, but at least 4 hours; and

- (ii) the rainfall measured at the Climate Station does not exceed 5 millimeters in the aggregate,

expressed as a fraction of a Good Weather Day, calculated by dividing the Workable Hours during that Partial Good Weather Day by 20, and rounding that number down to the nearest tenth of a day (i.e., $5 \text{ Workable Hours} / 20 = 0.2 \text{ Good Weather Days}$);

“**Permitting Plan**” has the meaning set out in Section 4.2(b) of this Schedule 2 [General Conditions];

“**Project Delay**” has the meaning set out in Section 12.4 of this Schedule 2 [General Conditions];

“**Project Related Permits**” has the meaning set out in Section 4.1 of this Schedule 2 [General Conditions];

“**Security Plan**” has the meaning set out in Section 19.4 of this Schedule 2 [General Conditions];

“**Site C Document Control**” has the meaning set out in Section 2.1 of this Schedule 2 [General Conditions];

“**Subcontractor**” has the meaning set out in Section 3.12 of this Schedule 2 [General Conditions];

“**Temporary Foreign Worker**” has the meaning set out in Section 6.19(b)(v) of this Schedule 2 [General Conditions];

“**Transmittal**” has the meaning set out in Section 2.1(e) of this Schedule 2 [General Conditions];

“**Warranty Period**” has the meaning set out in Section 25.3(a) of this Schedule 2 [General Conditions];

“**Weather Dependent Works**” has the meaning set out in Section 13.2 of this Schedule 2 [General Conditions];

“**Worker Accommodation Area**” has the meaning set out in Section 7.1 of this Schedule 2 [General Conditions];

“**Worker Accommodation Facility**” has the meaning set out in Section 7.1 of this Schedule 2 [General Conditions]; and

“**Worker Accommodation Operator**” has the meaning set out in Section 7.1 of this Schedule 2 [General Conditions].

2 CONTRACT ADMINISTRATION

2.1 Site C Document Control

BC Hydro has established an electronic system (“**Site C Document Control**”) which it intends to use for the storage, cataloguing, retention and retrieval of all Project records, and the following will apply:

- (a) the parties will deliver all documentation of any kind whatsoever that one party delivers to the other party under this Contract (collectively, the “**Contract Records**”), including:
- (i) all Submittals; and

- (ii) all administrative communications, including general requests for information, copies of invoices, meeting minutes, general correspondence and emails (collectively, **“Administrative Correspondence”**),
by way of Site C Document Control, in accordance with Appendix 2-8 [SharePoint Technical Requirements for Contractors];
- (b) a Contract Record may consist of one or more electronic files (each, a **“Document”**);
- (c) BC Hydro will assign a unique number (each a **“Document Number”**) to each Document that is part of a Submittal, as follows:
 - (i) for a Document that corresponds to a Submittal or Submittal Item that is set out in the Submittal Schedule, BC Hydro will assign that Document a Document Number after the submission of that Submittal Schedule;
 - (ii) for a Document that is not assigned a Document Number pursuant to Section 2.1(c)(i) of this Schedule 2 [General Conditions]:
 - (A) the Contractor may, prior to delivering the Submittal containing that Document in accordance with Section 2.1(a) of this Schedule 2 [General Conditions], request a Document Number for that Document; or
 - (B) the Contractor may submit the Submittal containing that Document in accordance with Section 2.1(a) of this Schedule 2 [General Conditions], after which BC Hydro will assign a Document Number to that Document;
- (d) without limiting Appendix 2-8 [SharePoint Technical Requirements for Contractors], the parties will use reasonable commercial efforts to prepare a Contract Record so that no Contract Record exceeds 50 GB in total and so that no individual Document that is part of a Contract Record exceeds 2 GB;
- (e) a party that delivers a Contract Record in accordance with Section 2.1(a) of this Schedule 2 [General Conditions] will deliver with that Contract Record a copy of a summary of documents included in that Contract Record (a **“Transmittal”**) in respect of that Contract Record; and
- (f) at the time that a party delivers any Contract Record in accordance with Section 2.1(a) of this Schedule 2 [General Conditions], that party will deliver a copy of the Transmittal in respect of that Contract Record electronically to the receiving party’s Representative.

3 EXECUTION OF THE WORK

3.1 Control of Work

Except as expressly set out otherwise in the Contract Documents, including Section 3.18 of this Schedule 2 [General Conditions], the Contractor will:

- (a) have complete control of the Work and will effectively direct and supervise the Work so that it conforms to the Contract Documents; and
- (b) be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work.

3.2 Standard of Work

The Contractor will perform the Work in accordance with:

- (a) the Contract Documents;
- (b) Laws and Permits; and
- (c) Good Industry Practice.

If more than one standard, including building codes, requirements of an authority having jurisdiction, work practices and procedures, and specifications, applies to the performance of the Work, then the strictest of such will apply.

3.3 Equivalents

The Contractor may, at any time, request approval of an Equivalent, accompanied by such supporting documentation and information as Hydro's Representative may require. Any approval of an Equivalent may in the sole discretion of Hydro's Representative be withheld.

3.4 Documents at Site

BC Hydro will provide the Contractor, without charge, one copy of the Contract Documents. The Contractor will, at all times, keep and maintain one copy of a complete set of the current Contract Documents, including all Issued for Construction Drawings, approved shop Drawings, revised or supplementary Drawings or Specifications and other design details that have been issued by Hydro's Representative or, as applicable, by the Contractor, at the Site and at all other locations where the Work or components of the Work are being performed, fabricated or manufactured, in good order and available for review by Hydro's Representative.

3.5 Monuments and Controls

The Contractor will protect and preserve all survey monuments and control points, if any, installed by or on behalf of BC Hydro at the Site, and will, at the Contractor's sole cost and expense, replace or re-establish any such monument or control point as may be destroyed or disturbed by the Contractor or any Subcontractor. The provisions of this Section will not apply to such survey monuments and control points, if any, that are located in direct conflict with the permanent Work, or are located in areas where, because of the performance of the Work, they cannot reasonably be replaced or re-established.

3.6 Work by Other Contractors or BC Hydro

BC Hydro reserves the right to engage other contractors (each, an "**Other Contractor**") and to use BC Hydro's own forces to perform work at the Site during the time for the performance of the Work, including the Contractor's Work Areas. With respect to any work performed, or to be performed, at the Site by Other Contractors or BC Hydro's own forces:

- (a) the Contractor will coordinate the performance of the Work with the work of all Other Contractors and BC Hydro's own forces, and perform the Work to connect to such other work as specified or shown in the Contract Documents. If such coordination and connection directly interferes with the Contractor's performance of the Work and causes the Contractor to incur costs or delays or both that could not have been reasonably anticipated by the Contractor as of the date the Contractor submitted its "Financial Submission" under RFP #1824 to BC Hydro for the performance of the Work, then the Contractor will be entitled to claim a Change pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's

Representative promptly upon the Contractor becoming aware of such circumstances, or, in any event, promptly after the date when the Contractor should reasonably have become aware of such circumstances; and

- (b) if the Contractor discovers any deficiencies in the work of an Other Contractor or BC Hydro's own forces that may affect the performance of the Work, then the Contractor will immediately, and before proceeding with such affected Work, report such deficiencies to Hydro's Representative and then confirm such report in writing if the initial report was not in writing.

BC Hydro will include in any major contract entered into after the Effective Date in respect of the construction of the Project, a provision on substantially the same terms and conditions as this Section 3.6.

3.7 Temporary Structures Designed by the Contractor

The Contractor will have the sole responsibility for the design, erection, operation, use, maintenance and removal of temporary supports, structures, facilities, services and other temporary items required by the Contractor for the performance of the Work. Such temporary items will not include items that will become part of the permanent Work. The Contractor will, as part of the performance of the Work, engage and pay for Professional Engineers skilled and knowledgeable in the appropriate disciplines to provide professional engineering services with respect to such temporary supports, structures, facilities, services and other temporary items where required by Law or by the Contract Documents and, in any event, in all cases where such temporary supports, structures, facilities, services and other temporary items are of such a nature, including with respect to their method of construction, that safety or Good Industry Practice requires the skill and knowledge of a registered and qualified Professional Engineer.

3.8 Errors in Contract Documents

The Contractor will review the Contract Documents and promptly report to Hydro's Representative any discovered error, inconsistency or omission. If the Contractor discovers any error, inconsistency or omission in the Contract Documents, then the Contractor will not proceed with the performance of the Work affected by such error, inconsistency or omission without first receiving directions or clarifications from Hydro's Representative. If the Contractor proceeds with such affected Work after becoming aware of an error, inconsistency or omission, or, in any event, after the time when a qualified and experienced contractor should reasonably have become aware of the error, inconsistency or omission, without first receiving directions or clarifications from Hydro's Representative, then the Contractor will, at the Contractor's sole cost and expense, remove, replace or make good any Work which fails to meet the requirements of the Contract Documents. Subject to the above provisions of this Section 3.8, in conducting such review, the Contractor will not be responsible or liable to BC Hydro to discover all errors, inconsistencies or omissions.

3.9 Quality Assurance and Quality Control

The Contractor will be responsible for quality assurance and quality control for the performance of the Work as described in Schedule 8 [Quality Management], provided that compliance with the requirements in Schedule 8 [Quality Management] will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with all other requirements of the Contract Documents.

3.10 Work Program and Schedule

The Contractor will comply with Schedule 4 [Work Program and Schedule].

3.11 Supervision

The Contractor will provide all necessary supervision on the Site and appoint a competent representative(s) with authority to supervise the performance of the Work, who will be in attendance on the Site while Work is being performed. Such representative(s) may be the same as the Contractor's Representative.

3.12 Subcontractors

The following will apply with respect to all subcontractors, consultants, suppliers, manufacturers and vendors (each, a "**Subcontractor**" and the term "Subcontractor" will be deemed to include all further subcontractors, consultants, suppliers, manufacturers and vendors engaged below a Subcontractor) engaged by or through the Contractor to perform a portion of the Work:

- (a) unless the Contract Documents identify a specific Subcontractor, the Contractor will not directly or indirectly engage or permit the engagement of a Subcontractor to perform:
 - (i) a significant or material amount of the Work and where the value of such subcontracted Work is \$5,000,000.00 or greater; or
 - (ii) elements of the Work which for reasons such as safety, environmental impact and schedule control Hydro's Representative determines requires specific expertise and experience,

without the prior written consent of Hydro's Representative, which consent will not be unreasonably withheld;
- (b) if and to the extent the Contract Documents identify a specific Subcontractor, then the Contractor will not change any such specified Subcontractor without the prior written consent of Hydro's Representative, which consent may in the sole discretion of Hydro's Representative be withheld;
- (c) notwithstanding any approval or consent given by Hydro's Representative to the engagement of a Subcontractor, including any approval or consent given under the Consent Procedure or Review Procedure, if any event occurs or circumstance arises in relation to a Subcontractor that would, if it occurred or arose with respect to the Contractor, entitle BC Hydro to terminate the Contract pursuant to the Contract, then Hydro's Representative may, by written notice to the Contractor's Representative, require the Contractor to discharge or cause to be discharged the Subcontractor and to cancel and terminate or cause to be cancelled and terminated the applicable agreement with the Subcontractor;
- (d) notwithstanding any other provision in the Contract, and in addition to BC Hydro's rights described in Section 3.12(c) of this Schedule 2 [General Conditions], Hydro's Representative may, by written notice to the Contractor's Representative, object to any Subcontractor engaged to perform a portion of the Work for any reason. Upon receipt of any such notice, the Contractor will immediately cause such Subcontractor to be removed from the Site, if applicable, and the Project and promptly replaced by a Subcontractor with suitable qualifications and experience. If Hydro's Representative exercises its authority under this Section 3.12(d), the Contractor will be entitled to claim a Change pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of the identity of the replacement Subcontractor. Notwithstanding any other provision in this Section 3.12(d), the Contractor will retain all authority and control over its Subcontractors;

- (e) the Contractor will:
 - (i) require all Subcontractors to perform their work in accordance with the Contract Documents; and
 - (ii) be fully responsible for the acts, omissions, errors and defaults of a Subcontractor, its employees or other Persons engaged by or through that Subcontractor as if such acts, omissions, errors and defaults were those of the Contractor, and neither the engagement of a Subcontractor by the Contractor nor the approval, consent or rejection by Hydro's Representative of or to a Subcontractor will in any way reduce or amend or otherwise alter the Contractor's responsibility for the performance of the Work as set out in the Contract Documents; and
- (f) nothing in the Contract will be construed as creating any contractual relationship between BC Hydro and any Subcontractor or any other Persons engaged by or through a Subcontractor.

3.13 Key Individuals

If Key Individuals are identified in Schedule 3 [Roles and Representatives] then the Contractor will use reasonable commercial efforts to retain those persons, and will make such retained persons available to perform the tasks as identified in Schedule 3 [Roles and Representatives].

3.14 Products and Materials

Except as expressly set out otherwise in the Contract Documents, the Contractor will only provide products and materials that are new. If the Contract Documents do not specify or describe the quality of a product or materials required for the Work, then the product or materials will be of a quality equivalent to the quality of the adjacent or connecting portions of the Work.

3.15 BC Hydro Property

If BC Hydro provides any BC Hydro Property to the Contractor, then:

- (a) Hydro's Representative will, within seven days of providing such BC Hydro Property to the Contractor, provide the Contractor with a schedule of values showing the replacement value of such BC Hydro Property;
- (b) the Contractor will have responsibility for all such BC Hydro Property, but BC Hydro will retain ownership of all BC Hydro Property;
- (c) the Contractor will, at all times, maintain, and make available to Hydro's Representative upon request, a current inventory of all such BC Hydro Property and a description and the location of all such BC Hydro Property, in sufficient detail to permit Hydro's Representative to readily identify and verify the location and condition of all such BC Hydro Property; and
- (d) the Contractor will use such BC Hydro Property only for the purposes expressly set out in the Contract Documents or for the purposes such BC Hydro Property is typically used.

3.16 Audits, Tests and Inspections

Hydro's Representative and Hydro's Representative's delegates will have access to the Work at all times, including Work being performed at a location other than the Site, for the purpose of auditing, testing and inspecting the Work so as to remain familiar with the progress and quality of all aspects of the Work, and to be able to determine that the Work is proceeding in conformance with the requirements of the Contract Documents. With respect to all such audits, tests and inspections:

- (a) the Contractor will incorporate or cause to be incorporated all such auditing, testing and inspection rights in all applicable agreements with Subcontractors, and will take all necessary steps to facilitate such auditing, testing and inspection, including maintaining easy access to the Site;
- (b) Hydro's Representative will conduct, in a timely manner, any audits, tests or inspections of the Work, equipment and materials that the Contract Documents require Hydro's Representative to conduct;
- (c) if audits, tests or inspections of the Work, equipment or materials are required by the Contract Documents to be conducted by Hydro's Representative or are required by Law to be conducted by a Governmental Authority, the Contractor will, in accordance with the then current Work Program and Schedule but, in any event, with no less than 14 days' notice, notify Hydro's Representative and the applicable Governmental Authority in writing of the date on and the place at which any such audits, tests or inspections can be conducted;
- (d) Hydro's Representative will be entitled to observe all quality audits, tests and inspections, and results and data pertaining to the Work, including factory or other tests performed at a location other than the Site, and the Contractor will give written notice to Hydro's Representative of such audits, tests and inspections, and results and data, in accordance with Section 3.16(c) of this Schedule 2 [General Conditions];
- (e) the Contractor will submit to Hydro's Representative copies of all certificates, inspection reports, test reports and quality documentation (all in a format agreed by Hydro's Representative in writing) relating to the Work, promptly after receiving or preparing such certificates, reports and quality documentation;
- (f) Hydro's Representative has the authority to order audits, tests and inspections of the Work, equipment and materials not required or contemplated by the Contract Documents, or at Law, if Hydro's Representative believes, acting reasonably, that any aspect of the Work does not conform to the requirements of the Contract Documents;
- (g) Hydro's Representative has the authority to reject any Work that does not conform to the requirements of the Contract Documents, and the Contractor will, at its sole cost and expense, correct such non-compliant Work, subject to the Contractor's rights to dispute under Schedule 14 [Dispute Resolution Procedure];
- (h) Hydro's Representative has the authority to stop Work where such Work is not being performed in accordance with the Contract Documents, or where there is a threat, whether or not imminent, to the safety of anyone or anything at the affected area or to the environment;
- (i) Hydro's Representative's authority to order audits, tests and inspections, or to reject or otherwise review the Work, will be for the benefit of BC Hydro, and such authority will not give rise to any duty or responsibility on Hydro's Representative or BC Hydro to the Contractor, Subcontractors, or their agents, employees or other Persons performing any of the Work, to order audits, tests or inspections, or to reject or otherwise review the Work;

- (j) the Contractor will pay for the cost of making any audit, test or inspection, including the cost of samples, if the audit, test or inspection is designated in the Contract Documents to be performed by the Contractor or is required by Law, except in circumstances where the audit, test or inspection has been ordered by Hydro's Representative under Section 3.16(f) of this Schedule 2 [General Conditions] and the results of such audit, test or inspection confirm that the Work is being performed in accordance with the Contract Documents, in which case BC Hydro will pay for the cost of the audit, test or inspection, including the cost of repairing and/or re-instating any portion of the Work damaged or made unusable as a result of the audit, test or inspection; and
- (k) if the Contractor covers or permits to be covered Work that has been designated in the Contract Documents or by Law for audits, tests, inspections or approvals, before such audits, tests, inspections or approvals are made, given or completed, then Hydro's Representative may direct the Contractor to uncover such Work, as required, so that such audits, tests, inspections or approvals may be completed or given to the satisfaction of Hydro's Representative, acting reasonably. The Contractor will uncover and make good such Work and any other removed or damaged property at the Contractor's sole cost and expense.

The Contractor will perform or cause to be performed all audits, tests and inspections as are called for or required under the Contract Documents, including any audits, tests and inspections required by Law or ordered by Hydro's Representative, for the performance of the Work. The audits, tests and inspections required by the Contract Documents or by Law or by Hydro's Representative are for BC Hydro's benefit and acceptable audit, test and inspection results will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work and to correct defects or deficiencies in the Work, all in accordance with the requirements of the Contract Documents.

3.17 Submittals

Submittals will be provided in accordance with Schedule 5 [Submittals Procedure].

3.18 Issued for Construction Drawings

Without limiting the Contractor's obligations under Section 3.17 of this Schedule 2 [General Conditions] to permit BC Hydro the opportunity to review all Submittals, the Contractor will perform Work which will form part of the permanent construction in accordance with the Drawings stamped "Issued for Construction" by the party (the Contractor, BC Hydro or a third party) primarily responsible for the design of such Work ("**Issued for Construction Drawings**" or "**IFC Drawings**").

If the Contractor proceeds with Work prior to receiving Issued for Construction Drawings for such Work and such construction and related Work is covered, then Hydro's Representative may direct the Contractor to uncover and make good such construction and related Work at the Contractor's sole cost and expense and the provisions of Section 3.16(k) of this Schedule 2 [General Conditions] will apply.

3.19 Data Room

BC Hydro may from time to time through the Data Room provide the Contractor with information relevant to the Project and the Work generally, which information will not be a Contract Record. The Contractor will, as part of the performance of the Work, during the performance of the Work, monitor the Data Room and be aware of such information.

3.20 Site Availability

Except as provided otherwise in the Contract Documents, the Site will be available for the performance of the Work every day of the year (24 hours per day), including statutory holidays.

3.21 Meetings

Hydro's Representative may require the Contractor to prepare for and attend:

- (a) regular status and progress meetings to plan, review and evaluate the progress of the Work and other items relevant to the Work and the Site, and in respect of such meetings:
 - (i) the Contractor will submit to Hydro's Representative a schedule for such meetings; and
 - (ii) the Contractor will, if requested by Hydro's Representative, require any Subcontractor to attend any such meeting;
- (b) monthly review meetings to review the most recent monthly progress report submitted in accordance with Section 2.8 of Schedule 4 [Work Program and Schedule], and any other business that Hydro's Representative may consider appropriate; and
- (c) other meetings as may be required for the Work or under the Contract Documents, or as Hydro's Representative may consider necessary, to discuss any aspect of the Work, including technical, interface management, health, safety, environmental, design, quality, verification, certification, documentation, engineering data, cost, accounting, scheduling, construction, progress and other issues, and except as may be expressly provided otherwise in the Contract Documents, the Contractor will ensure that sufficient and appropriate qualified personnel are available to attend such meetings.

3.22 Agenda for Meeting

Except in the event of an emergency, Hydro's Representative will issue an agenda setting out the items for discussion at a meeting no later than two business days prior to a meeting, unless Hydro's Representative has required the Contractor to prepare and submit an agenda for that meeting, in which case the Contractor will submit the agenda to Hydro's Representative no later than two business days prior to that meeting. Except in an emergency, or with the consent of both parties' Representatives, the parties will not discuss during a meeting any topic that is not covered or related to the items set out in the agenda for that meeting.

Each party will be responsible for issuing any information relating to the agenda items for each meeting, including reports, reproducible documentation and forward planning information, prior to the meeting so as to allow adequate preparatory study and evaluation of such information. If the parties agree that such information requires more than two days for adequate preparatory study and evaluation, discussion of the agenda item to which that information relates will be deferred to a subsequent meeting unless the parties otherwise agree or Hydro's Representative considers it appropriate to discuss that agenda item.

3.23 Meeting Minutes

The Contractor will, unless otherwise instructed by Hydro's Representative, record and submit minutes of all meetings in a form acceptable to Hydro's Representative acting reasonably, which minutes will be brief and at a minimum will indicate:

- (a) with whom the responsibility for a particular action lies;
- (b) the date the action was assigned;
- (c) the date required for completion of the action; and
- (d) the status and results of actions assigned in previous meetings and the actual date of completion of those actions, and

will append:

- (e) any information relating to the agenda items for that meeting, including reports, reproducible documentation and forward planning information; and
- (f) any other information tabled at that meeting.

At the end of each meeting, representatives from each party in attendance at the meeting will review the meeting minutes prepared by the Contractor and use reasonable commercial efforts to reach agreement on such minutes.

The Contractor will, not later than three days following a meeting, distribute finalized minutes of a meeting to all attendees of that meeting, to Hydro's Representative and to such other persons as Hydro's Representative may designate.

3.24 Action Log

The Contractor will submit to Hydro's Representative for Review a form of action log that tracks and contains all actions from all meetings and at a minimum indicates:

- (a) the meeting reference;
- (b) who is responsible for each action;
- (c) the date the action was assigned;
- (d) the date required for completion of the action; and
- (e) the status or actual date of completion of the action.

The Contractor will:

- (f) maintain the action log separately from any meeting minutes; and
- (g) submit an updated action log to Hydro's Representative on a monthly basis.

3.25 BC Hydro Code of Conduct

The Contractor will comply with the BC Hydro Code of Conduct. If a new version of the BC Hydro Code of Conduct is published after the Effective Date, BC Hydro will notify the Contractor in writing and the Contractor will have 30 days from the date of such notice to comply with such requirements, which will be a Change to which the provisions of Schedule 12 [Changes] will apply.

For the avoidance of doubt, ordinary commercial and business contact with third parties will not be perceived as a violation of the requirements of the BC Hydro Code of Conduct.

3.26 Aboriginal Inclusion and Reporting Requirements

The Contractor will, during the performance of its obligations under the Contract, comply with the terms and conditions set out in Schedule 16 [Aboriginal Inclusion and Reporting Requirements].

4 PERMITS

4.1 Project Related Permits

BC Hydro has obtained, or will obtain, the Permits listed in Appendix 2-3 [Project Related Permits] (the “**Project Related Permits**”). BC Hydro will maintain and renew, at BC Hydro’s cost, the Project Related Permits as required for the performance of the Work.

The Contractor will, as part of the Work, provide all assistance reasonably requested by BC Hydro to obtain, maintain and renew Project Related Permits as required for the performance of the Work. Such assistance will be provided at no cost to BC Hydro.

4.2 Contractor’s Permits and Permitting Plan

The Contractor will, as part of the Work, obtain, maintain and renew all Permits, other than the Project Related Permits, required for the performance of the Work, and the following will apply:

- (a) except as expressly agreed to in writing by Hydro’s Representative and except in respect of any Permits required to be issued in the name of the Contractor by the issuing authority, all Permits obtained by the Contractor will be in the name of BC Hydro; and
- (b) the Contractor will, within 90 days of the Effective Date, submit a permitting plan (the “**Permitting Plan**”) for Consent that will, at a minimum:
 - (i) list all Permits, other than Project Related Permits, the Contractor will require for the complete performance of the Work;
 - (ii) list the applicable statute or regulation and the issuing agency for each Permit;
 - (iii) describe the process and indicate the timing of the application and the anticipated date of issuance for each Permit;
 - (iv) describe any support or information required from BC Hydro or third parties for those applications;
 - (v) indicate the time for Review as described in Section 4.3 of this Schedule 2 [General Conditions] relating to each Permit; and
 - (vi) update the Permitting Plan from time-to-time, and no less frequently than quarterly, so that it remains current and descriptive of the Contractor’s plans relating to all Permits to be obtained and maintained by the Contractor.

For certainty, the Contractor will be solely responsible for the costs of obtaining, maintaining and renewing all Permits, other than the Project Related Permits.

4.3 BC Hydro’s Review

Except as expressly agreed to in writing by Hydro’s Representative, all Permit applications prepared by the Contractor in relation to Permits in the name of BC Hydro will be submitted to Hydro’s Representative for Review prior to being submitted to the issuing authority, including applications for Permits to be issued:

- (a) under the *Water Act* (British Columbia);

- (b) by the British Columbia Ministry of Forests, Lands and Natural Resource Operations;
- (c) under the *Fisheries Act* (Canada); and
- (d) under the Navigation Protection Act (Canada).

4.4 No Municipal Building Permits

No municipal or local government building permits will be required with respect to any structures to be constructed on lands in which BC Hydro has a fee simple, leasehold or other interest. Any structure that is not on such lands constructed by the Contractor will be subject to local government regulation.

4.5 Leave to Commence – Water Act Requirements

The Contractor will, as part of the Work, cooperate with Hydro's Representative and do all things reasonably necessary to assist BC Hydro to obtain the approvals required from a Governmental Authority under the *Water Act* (British Columbia), including without limitation complying with the requirements in Appendix 2-7 [Leave to Commence] so as to avoid any delays to the performance of the Work.

The Contractor will work with Hydro's Representative to develop a plan for obtaining such approvals in accordance with the *Water Act* (British Columbia) and Appendix 2-7 [Leave to Commence] and will include those details in the Permitting Plan submitted under Section 4.2 of this Schedule 2 [General Conditions].

5 SITE ACCESS, CONDITIONS AND SERVICES

5.1 Site Conditions

The Contractor is deemed to have examined the Site and the local conditions related to the performance of the Work to be performed at the Site and to be knowledgeable of the Site, including the Work Site and the Contractor's Work Area, and of all such conditions as would be apparent to a qualified and experienced contractor upon review of the Contract Documents and inspection of the Site, including, as applicable, geotechnical and subsurface conditions, utilities, drainage, access, local weather, availability of labour, equipment and materials and any other relevant matters. Except as provided by the following paragraph, the Contractor will not be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price or the time for the performance of the Work on the basis that the actual Site or actual local conditions related to the performance of the Work are different than anticipated by the Contractor.

Subject to the express provisions in the Contract Documents, including for illustration the express limitation to make claims for weather as described in Section 13 of this Schedule 2 [General Conditions], to the extent the actual Site or actual local conditions or both related to the performance of the Work would not be apparent to a qualified and experienced contractor upon review of the Contract Documents and inspection of the Site as of the date the Contractor submitted its "Financial Submission" under RFP #1824 to BC Hydro for performance of the Work, the Contractor will be entitled to claim a Change pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of any impact on the Contract Price or the time for the performance of the Work, or, in any event, promptly after the date when the Contractor should reasonably have become aware of the impact on the Contract Price or the time for the performance of the Work.

5.2 Site Access, Conditions and Services

The Contractor will perform the Work taking account of and complying with the requirements of Appendix 2-4 [Site Access, Conditions and Services].

BC Hydro anticipates that a condition of access to the Dam Site Area for any person will be the possession of a valid access card issued by an entity approved by BC Hydro. Applications for an access card will be in accordance with the process as established by BC Hydro, and BC Hydro will issue an access card within 72 hours of receipt of a complete application. The Contractor will require all workers to carry a valid access card in a visible location at all times while at the Dam Site Area.

5.3 Interface Management

The Contractor will manage external interfaces with Other Contractors, BC Hydro and other entities associated with the Work and accordingly the Contractor will:

- (a) have primary responsibility for managing the interfaces and coordinating the Contractor's performance of the Work with BC Hydro and third parties as required to effectively perform the Work;
- (b) identify interfaces early in the performance of the Work;
- (c) define the interface information needed for the Work, and cooperate with other interfacing entities (including originating and responding organizations) to identify and agree on roles, responsibilities and timing for providing agreed upon information or actions; and
- (d) with respect to interfaces, communicate in a clear, accurate, timely and consistent manner so that the Contractor and the other entities can complete the interface efficiently and without delay.

5.4 Interface Management Plan

The Contractor will:

- (a) develop an interface management plan covering all interfaces related to the Work, including the key activities of all interfaces;
- (b) include the key activities of all interfaces in the Contractor's Work Program and Schedule;
- (c) schedule and participate in interface coordination meetings with Hydro's Representative, Other Contractors, and Subcontractors as required to properly manage interfaces; and
- (d) include an update of the status of all interfaces in the Monthly Progress Report.

5.5 General Site Documents

The documents listed below in this Section 5.5 (collectively the "**General Site Documents**") apply to the Site generally. The General Site Documents are included in the Contract Documents and for the purposes of the Work the Contractor will have notice of, and may rely on, each of the General Site Documents to the extent described in this Section 5.5:

- (a) DR#1016.REF.00453 – Operation of Upstream Generating Stations During Construction:
 - (i) the *Operation of Upstream Generating Stations During Construction* will apply in its entirety;

- (b) DR#1016.REF.00661-01.9 – *Geotechnical Data Report*:
- (i) the following information contained in the *Geotechnical Data Report* will apply:
 - (A) the location of the investigations (drill holes, test pits, seismic lines);
 - (B) the depth of test pits and drill holes, including depth to rock where shown;
 - (C) the locations and depths from which samples were taken for laboratory testing; and
 - (D) data from laboratory and field tests, as being representative of the soil or rock at the location and depth from which the sample was taken;
 - (ii) the Contractor will not for any purpose rely on any information contained in any documents referenced in the *Geotechnical Data Report*, including documents listed in any tables or in Appendix A of the *Geotechnical Data Report*, except to the extent that the Contract Documents expressly require the Contractor to take account of any of such referenced information, except that in no event may the Contractor rely on the following information as may be included in such referenced information:
 - (A) descriptions of materials or horizons on drill hole and test pit logs; and
 - (B) horizons (layers) and material types inferred from geophysical surveys (such as surface seismic refraction surveys and downhole geophysics);
 - (iii) if the *Geotechnical Data Report* describes any limitations with respect to data or information contained in the *Geotechnical Data Report*, the Contractor will not for any purpose rely on such data or information beyond those limitations;
 - (iv) the Contractor will not for any purpose rely on survey data for the drill holes and the test pits that BC Hydro has identified in Section 3.4 [Surveying of Investigations] of the *Geotechnical Data Report* as questionable; and
 - (v) the Contractor will not for any purpose rely on the geological model described in the *Geotechnical Data Report*, except with respect to factual information regarding bedding plane locations, rock units and rock levels;
- (c) Acid Rock Drainage and Metal Leaching – the Contractor will take notice of and may rely on the following to the extent described in this Section 5.5(c):
- (i) Section 5.5(c) of this Schedule 2 [General Conditions] applies to the following documents:
 - (A) DR#1016.REF.00548 – *Dam Site Geochemical Characterization – Status at the End of 2013*;
 - (B) DR#1016.REF.00546 – *Offsite Geochemical Characterization – Status at the End of 2013*; and
 - (C) DR#1016.REF.00679 – *Geochemical Characterization – Status at the End of 2014*; and

- (ii) the Contractor may rely only on the following information contained in the documents listed in Section 5.5(c)(i) of this Schedule 2 [General Conditions]:
 - (A) the locations and depths from which samples were taken for laboratory testing; and
 - (B) data from laboratory and field tests, as being representative of the soil or rock at the location and depth from which the sample was taken.

The Contractor should take notice of and may rely on the information listed in Table 1 of the *Acid Rock Drainage and Metal Leaching Management Plan* attached to the CEMP;

- (d) DR#1016.REF.00662 – Hydrotechnical Data Report:
 - (i) the Contractor may rely upon and take notice of the information in the *Hydrotechnical Data Report* to the same extent that a qualified and experienced hydrological engineer would rely for the performance of the Work except the Contractor may not rely on:
 - (A) the information contained in any of the technical memoranda and reports listed in Table 1 of the *Hydrotechnical Data Report*;
 - (B) the information contained in any of the documents listed in Table 2 of the *Hydrotechnical Data Report*; and
 - (C) the information contained in documents listed in Section 8 of the *Hydrotechnical Data Report*; and
- (e) DR#1016.REF.00427 – Reservoir Filling Plan:
 - (i) the *Reservoir Filling Plan* will apply in its entirety, except the Contractor will not for any purpose rely on any information contained in any documents referenced in the *Reservoir Filling Plan*.

6 LABOUR WORKFORCE

6.1 Inclusive Labour Approach

BC Hydro anticipates implementing an approach for the Project that allows for participation from all labour groups and contractors regardless of union affiliation or union status.

6.2 Skilled Workers

The Contractor will employ or engage, and cause all Subcontractors to employ or engage, a sufficient number of skilled and qualified workers to perform the Work in accordance with the Contract Documents, in accordance and compliance with all applicable Law.

6.3 Cost of Recruiting Labour

The Contractor and its Subcontractors will be responsible for all costs of recruiting and retaining skilled and qualified labour.

6.4 Appropriate Agreements and Waivers

If the Contractor is or becomes a party to a collective agreement with a union then the Contractor will have agreements with such union(s), and will provide BC Hydro with a copy of such agreement(s), with respect to the performance of the Work as required to give effect to the following terms:

- (a) any collective agreement between the Contractor and a union representing workers performing any Work at the Site will be for a term that is equal to or longer than the currency of this Contract;
- (b) if strikes, lockouts, slowdowns or any other interference or interruption to the performance of labour productivity, including but not limited to work-to-rule action (each, a "**Labour Disruption**") occurs in the construction sector in British Columbia during the currency of this Contract, and originates off-Site, any Work performed at the Site will not be affected by such Labour Disruption;
- (c) any non-affiliation clause in a collective agreement between the Contractor and a union is waived by that union, and accordingly union members will not be precluded from working at the Site, or in proximity to the Site, alongside non-union workers or workers of other unions and the union will not interfere in any way with non-union workers or workers of other unions, and no union or worker will refuse to handle or install any material, equipment or components or to honour hot cargo edicts, or otherwise during the currency of this Contract;
- (d) the union, and any person acting on behalf of the union, will not initiate, pursue or endorse any activity for the purpose of recruitment or representation of employees, contractors or consultants represented by other trade unions, including changes in representation or raids, with respect to any employee, contractor or consultant working on the Project;
- (e) a representative of a union with whom the Contractor has a collective agreement will be able to attend at the Site as reasonably required for union business without interfering with the progress of the Work; and
- (f) if and to the extent the Contractor has commitments to engage Aboriginal persons there will be no objection to preferential hiring of such Aboriginal persons.

6.5 Change in Status

If the Contractor becomes a signatory to a collective agreement, or ceases to be a signatory to a collective agreement, it will notify BC Hydro in writing.

6.6 Notification of Labour Events

In the event of any labour dispute involving employees of the Contractor or a Subcontractor, whether at the Site or elsewhere, that will or may delay performance of the Work, the Contractor will provide Hydro's Representative within eight hours after the commencement of such labour dispute a full report on such dispute including, to the extent known to the Contractor, the cause of the dispute, the employer and employees affected or involved, the actions being taken to end the dispute and the known or probable effect on the Work Program and Schedule. The Contractor will provide further reports at the request of Hydro's Representative.

The Contractor will, upon being aware, immediately advise Hydro's Representative of any current or pending labour negotiations or actual, pending or threatened labour disputes that could interfere with the progress of the Project. The Contractor will take all necessary steps and develop a course of action with Hydro's Representative to ensure that the continuity and timeliness of the Work will not be jeopardized, and advise and update Hydro's Representative on all developments in the negotiations or dispute.

6.7 Enjoining Labour Disruption

Without prejudice to the Contractor's rights under this Contract, the Contractor will at its cost take such steps before an authority with jurisdiction so as to seek to prevent or terminate any Labour Disruption at the Work Site, and the Contractor will not be entitled to any payment or time extension on account of a Labour Disruption caused or contributed to by the Contractor, any of its directors, officers, employees or agents, a Subcontractor, or those for whom such Persons may in law be responsible.

Failure to use reasonable commercial efforts to prevent any delay or terminate any Labour Disruption at the Work Site will be deemed to be default under Section 15.1 of this Schedule 2 [General Conditions].

6.8 General Worker Conduct

The Contractor will be responsible for its workers' behaviour generally on the Work Site, and with respect to the Work Site, and the Contractor will require its workers to comply with the then current:

- (a) Fort St. John Shuttle Code of Conduct, as provided by the operator of the shuttle bus from the Fort St. John airport to the Site; and
- (b) Worker Accommodation Facility Code of Conduct, as provided by the Worker Accommodation Operator.

6.9 Respectful Behaviour

The Contractor will not permit its workers at the Work Site to engage in any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by a worker to another worker for any reason including based on any union affiliation or lack of union affiliation, including any verbal communications, written materials, or gestures. The Contractor will have a policy that prevents discrimination on the basis of prohibited grounds as outlined in applicable human rights legislation and the *Workers Compensation Act* (British Columbia).

6.10 Removal of Persons

Hydro's Representative may, by written notice to the Contractor's Representative, object to any person engaged by the Contractor or any Subcontractor for the performance of the Work who, as determined by Hydro's Representative in its sole discretion, has engaged in misconduct, is incompetent, does not have adequate working knowledge of the safety rules and procedures applicable to the Work Site or otherwise fails to satisfy the applicable access requirements for the Site. Upon receipt of any such notice, the Contractor will, subject to Laws, immediately cause such person to be removed from the Work Site and the Project and promptly replaced by a person(s) with suitable qualifications and experience, at no cost or expense to BC Hydro. Notwithstanding any other provision in this Section 6.10, the Contractor and the Subcontractors will retain all authority and control over their respective employees, agents and Subcontractors.

6.11 No Poaching

Unless the Contractor has the prior written agreement of the applicable contractor, the Contractor will not invite, hire or attempt in any way to hire workers who are working at the Site for another contractor, and the following will apply with respect to workers who cease working for another contractor:

- (a) if a worker voluntarily ceases employment with a contractor at the Site, then the Contractor will not employ that worker for a minimum of 30 calendar days beginning from the time the worker ceases the previous employment; and

- (b) if a worker is terminated for cause, then the Contractor will not employ that worker for a minimum of 60 calendar days beginning from the time the worker ceases the previous employment.

BC Hydro will include in any major contract in respect of the construction of the Project, a provision on substantially the same terms and conditions as the foregoing paragraph in this Section 6.11.

Unless BC Hydro has the prior written agreement of the Contractor or the applicable Subcontractor, as the case may be, BC Hydro will not invite, hire or attempt in any way to hire workers who are working at the Site for the Contractor or a Subcontractor, and the following will apply with respect to workers who cease working for the Contractor or a Subcontractor:

- (c) if a worker voluntarily ceases employment with the Contractor or a Subcontractor at the Site, then BC Hydro will not employ that worker for a minimum of 30 calendar days beginning from the time the worker ceases the previous employment; and
- (d) if a worker is terminated for cause, then BC Hydro will not employ that worker for a minimum of 60 calendar days beginning from the time the worker ceases the previous employment.

For certainty, the provisions of this Section 6.11 do not apply to workers who have been laid off.

6.12 No Gate Hires

The Contractor will not hire workers directly at the Work Site who have not applied for employment through the Contractor's established usual employment application procedures.

6.13 Employment Information and Job Fairs

The Contractor will post Project employment opportunities for Work at Site as may be directed by BC Hydro, acting reasonably, on:

- (a) the BC Hydro Site C website;
- (b) other websites of local employment agencies in the Peace River Region; and
- (c) other publications or websites.

The Contractor will, as requested by BC Hydro acting reasonably, participate in job fairs as may be requested by BC Hydro from time to time.

6.14 Diversity

BC Hydro is committed to developing an inclusive workplace and a diverse workforce that represents the communities BC Hydro serves within British Columbia. The Contractor will take into account this commitment in attracting and employing workers for the performance of the Work at the Work Site.

6.15 Site Training and Cultural Awareness

The Contractor will, as part of the Work, require all workers performing any of the Work, except for workers that require escorted access and are escorted while at the Site, to participate once in:

- (a) up to 60 minutes of Site training programs prior to commencing any Work at the Site; and
- (b) up to 30 minutes of a cultural awareness training program either prior to completing their Work at the Site or within 45 days of beginning their Work at the Site, whichever occurs first.

BC Hydro will provide each of the above programs, and may update the programs from time to time, in which case the Contractor will, as part of the Work, require all workers described above to participate in such updated training programs.

6.16 Emergency Medical Coverage

The following minimum emergency medical coverage will be provided to all workers while present in British Columbia in order to work on the Project, and when travelling to and from the Site from outside British Columbia. The Contractor will, within 120 days of the Effective Date, submit to Hydro's Representative for Review an "Emergency Medical Services" manual describing how the Contractor will provide the following minimum emergency medical coverage:

- (a) emergency medical treatment for accidental injuries or illness requiring immediate medical care; and
- (b) emergency medical transportation and convalescence, including:
 - (i) medical transportation arrangements to transfer the worker to and from the nearest appropriate medical facility in the worker's home province or country of residence;
 - (ii) if medically necessary, round trip transportation for an attendant to accompany and care for the worker;
 - (iii) if the worker is unable to travel due to medical reasons after being discharged from a medical facility, expenses incurred for meals and accommodations until medical transport to the worker's place of permanent residence can take place up to a maximum of \$2,000; and
 - (iv) if a worker dies while travelling to or from the Site for work purposes from outside British Columbia or while living at or near the Site for work purposes, then:
 - (A) provide transportation for one family member of the employee's immediate family to identify the body prior to its release if necessary, including reasonable reimbursement for the cost of accommodation and meals for the family member; and
 - (B) obtain all necessary authorizations and make all necessary arrangements to transport the body to the employee's place of permanent residence, up to a maximum of \$7,000.

This coverage is in addition to WorkSafeBC regulations from employers regarding injuries or deaths in the workplace.

6.17 Employee Family Assistance Program

The Contractor will provide the following minimum level of services to its workers:

- (a) if the Contractor is the Prime Contractor, on-Site trauma counselling in response to accidents or incidents on the Site, including suicide, death of a fellow worker, serious injury to a worker, mass casualty incidents, threats to safety and natural disasters; and
- (b) phone access to counselling for the following:
 - (i) trauma, including suicide, death of a fellow worker or family member, serious injury to a worker, mass casualty incidents, threats to safety and natural disasters;

- (ii) substance abuse, including alcohol, drugs and smoking;
- (iii) family problems, including parenting, child and adolescent;
- (iv) marital and relationship problems, including separation and divorce; and
- (v) emotional, physical and psychological problems, including anxiety, anger and depression.

6.18 Information for Workers

The Contractor will make reasonable efforts to assist BC Hydro in providing the Contractor's workers with information about Project related notices and programs.

6.19 Work Force Reports

The Contractor will provide weekly and calendar monthly reports, in a form satisfactory to Hydro's Representative, acting reasonably, setting out the following information with respect to the preceding week or month, as applicable, in respect of the Contractor performing its obligations under this Contract:

- (a) the total number of workers in the Contractor's work force, broken down by the number of workers working:
 - (i) at the Site;
 - (ii) in British Columbia;
 - (iii) in Canada; and
 - (iv) outside Canada;
- (b) with respect to the Contractor's work force working in Canada, including a breakdown between those working at the Site and those working away from the Site but still in Canada:
 - (i) the median number of daily workers;
 - (ii) the mean number of daily workers;
 - (iii) the total number of workers who have a primary residence:
 - (A) in the Peace River Regional District;
 - (B) in British Columbia;
 - (C) in Canada; and
 - (D) outside Canada;
 - (iv) the total number of workers by job categories reported according to the National Occupation Code (NOC) 2011;
 - (v) the total number of temporary workers hired by the Contractor who are not citizens or permanent residents of Canada ("**Temporary Foreign Workers**") by job categories reported according to the National Occupation Code (NOC) 2011;

- (vi) the total number of 'Red Seal' trades apprentices by job categories reported according to the National Occupation Code (NOC) 2011;
 - (vii) the total number of 'Red Seal' trades apprentices by job categories expected to be employed in the next six months reported according to the National Occupation Code (NOC) 2011;
 - (viii) the highest number of workers in a single 24-hour period;
 - (ix) the lowest number of workers in a single 24-hour period; and
 - (x) the number of workers per shift (daily hours of work) and the workers' rotations (days of work and days off) as of the last Thursday of each month;
- (c) the names and office addresses of local businesses that the Contractor has, directly or indirectly, engaged to perform any of the Work. For the purposes of this Section 6.19(c), a 'local business' is an entity which resources its work with workers whose normal base of operations is in the Peace River Regional District or the Northern Rockies Regional Municipality;
 - (d) the number of charter flights used for workforce travel, and the total number of worker trips on charter flights, landing or taking off from the North Peace Regional Airport;
 - (e) the job categories reported according to the National Occupation Code (NOC) 2011 and the estimated number of positions that the Contractor was unable to fill by hiring from the local community, in sufficient detail to assist planning for training programs; and
 - (f) to assist in achieving BC Hydro's Project diversity objective, including ameliorating the conditions of disadvantaged individuals or groups who are disadvantaged because of race, colour, ancestry, place of origin, physical or mental disability, or sex, the total number of workers broken down by:
 - (i) gender;
 - (ii) number of Aboriginals;
 - (iii) visible minorities; and
 - (iv) persons with disabilities.

The Contractor will include in its weekly and monthly reports the information as required under this Section 6.19 with respect to first tier Subcontractors. With respect to Subcontractors below the first tier, the Contractor will make commercially reasonable efforts to obtain from such Subcontractors the information as required under this Section 6.19, and include such received information in its weekly and monthly reports. All information provided with respect to Subcontractors will be broken down by Subcontractor.

6.20 Temporary Foreign Worker Notification

The Contractor will provide a minimum of three month's prior written notice to Hydro's Representative of the Contractor's intended use of any Temporary Foreign Workers, including the numbers of and anticipated job categories reported according to the National Occupation Code (NOC) 2011 for such Temporary Foreign Workers. The notification period may be shortened due to extenuating circumstances with the agreement of Hydro's Representative.

6.21 Other Contractor Obligations

The Contractor:

- (a) will, prior to starting any Work, provide BC Hydro with the Contractor's anticipated housing strategy for housing accommodation prior to the Worker Accommodation Facility being capable of housing the Contractor's workers;
- (b) will, once every six months, provide support to BC Hydro in administering a short housing survey of the Contractor's workers, who are living outside the Worker Accommodation Facility;
- (c) may be required, on one year's prior written notice from BC Hydro, to cease renting private apartments, if any, for the Contractor's workers located in the City of Fort St. John and relocate, at BC Hydro's cost, to substitute temporary housing;
- (d) will pre-book hotel and motel space if the Contractor requires more than 30 rooms for temporary accommodation to house the Contractor's workers; and
- (e) if the Contractor provides housing for its workers outside of the Worker Accommodation Facility, will ensure that such housing does not breach any applicable Laws.

6.22 Disclosure of Reports

Notwithstanding anything to the contrary contained in this Contract, the Contractor acknowledges and agrees that BC Hydro may disclose the reports or the information contained in the reports delivered to BC Hydro pursuant to the Contract Documents to any provincial ministry, other Governmental Authority and educational institutions which requires or requests the information in relation to the Project or to permit BC Hydro to comply with any Permit or applicable Law.

If the Contractor includes Personal Information in the reports delivered to BC Hydro pursuant to the Contract Documents, then by submitting the report the Contractor will be deemed to represent to BC Hydro that the Contractor has obtained written consent from the applicable individual(s), including the consent to the indirect collection of Personal Information by BC Hydro, and that the Personal Information may be forwarded to BC Hydro, any provincial ministry or other Governmental Authority for the purposes of complying with the Contractor's obligations under this Contract and may be used by BC Hydro for the purposes set out in this Contract or any Permit. BC Hydro reserves the right to require proof of such consent.

6.23 Additional Provisions Relating to Workers

The Contractor will:

- (a) implement a drug and alcohol policy which, at a minimum, meets the 'Site C Contractor Drug and Alcohol Policy Requirements' as established by BC Hydro;
- (b) implement a criminal records check in the employment of workers where relevant to the responsibilities of a worker; and
- (c) be a member of and participate on a committee that includes representatives of other contractors who are working on the Project at the Site for the purpose of consulting, and, as appropriate, reaching agreements, on labour matters that may arise at the Site of interest to the Contractor and other contractors. The Contractor will adhere to the 'Terms of Reference' for the committee as established by BC Hydro and which may be amended, supplemented or restated from time to time in BC Hydro's sole discretion.

6.24 Training and Skills Development

The Contractor acknowledges that the Government of British Columbia has introduced a policy with respect to apprentice engagement and reporting on certain large construction infrastructure projects, namely the “Apprentices on Public Projects in British Columbia, Policy & Procedure Guidelines” dated for reference July 2015 (the “**Apprentices Policy**”). A copy of the current Apprentices Policy can be found at <http://www2.gov.bc.ca/gov/content/industry/construction-industry/apprentices>. The Contractor further acknowledges that this Contract falls within the scope of the Apprentices Policy.

Notwithstanding the date the Contract was procured, the Contractor will comply with the Apprentices Policy, as amended from time to time, as if the Contract was procured after the effective date of the Apprentices Policy, including without limitation the following requirements:

- (a) Capitalized Terms: For the purposes of Section 6.24 of this Schedule 2 [General Conditions], the following capitalized terms will have the meanings attributed to them in the Apprentices Policy:
 - (i) “Form A”;
 - (ii) “Form B”;
 - (iii) “JTST”;
 - (iv) “Registered Apprentice”; and
 - (v) “Specified Trades”.
- (b) Apprenticeship Engagement: The Contractor will use, or will ensure that its applicable Subcontractors use, Registered Apprentice(s) in respect of all contracts for Specified Trades valued at \$500,000 or more. The Contractor will ensure that Registered Apprentices are used directly in the performance of the Work and over the course of any applicable contracts for Specified Trades.
- (c) Initial Form A Submission: The Contractor will submit a completed Form A to JTST, with a copy to Hydro’s Representative, as soon as practicable after the Effective Date and no later than five days before the Work is scheduled to commence. The Contractor will not commence the Work (including any subcontracted Work) until JTST has confirmed to BC Hydro that JTST has received the Contractor’s initial Form A. BC Hydro will not be liable for any delay-related or other costs that may result from delay in receipt of such confirmation from JTST.
- (d) Supplementary Form A Submissions: The Contractor will submit a completed supplementary Form A to JTST, with a copy to Hydro’s Representative, before any additional applicable Subcontractors not referenced in the initial Form A perform any Work.
- (e) Form B Submissions: The Contractor will submit a completed Form B to JTST to report on the utilization of Registered Apprentices by the Contractor and its applicable Subcontractors under all contracts for Specified Trades (regardless of their value) as follows:
 - (i) within five Business Days after the end of each quarter (March 31, June 30, September 30, December 31), with a copy to Hydro’s Representative as supporting documentation for the Contractor’s next Progress Payment Estimate following that quarter; and
 - (ii) within 30 days of the completion of the Work, with a copy to Hydro’s Representative as supporting documentation for the Contractor’s final Progress Payment Estimate under the Contract.

BC Hydro will not issue final payment under the Contract until JTST has confirmed to BC Hydro that it has received the Contractor's final Form B as described in Section 6.24(e)(ii) of this Schedule 2 [General Conditions]. BC Hydro will not be liable for any delay in payment that may result from delay in receipt of such confirmation from JTST.

- (f) Requests for Information: The Contractor will comply, and will cause its Subcontractors to comply, with any request by JTST or BC Hydro for further information with respect to the Contractor's Form A and Form B submission(s) and the contents thereof, to verify the validity of the information provided and to demonstrate compliance with the Apprentices Policy.
- (g) Personal Information: The Contractor acknowledges that its completed Form A and Form B submissions, and any further information requested under Section 6.24(f) of this Schedule 2 [General Conditions], may contain Personal Information of Registered Apprentices. Without limiting the Contractor's obligations under Section 27.1 of this Schedule 2 [General Conditions], prior to the submission of any such information to JTST the Contractor will obtain, and will cause its Subcontractors to obtain, written authorization for the collection of such information by JTST from any affected individual. A template for this purpose will be provided by Hydro's Representative, on request.
- (h) Use of Information: The Contractor acknowledges that the information collected by JTST under the Apprentices Policy will be held by JTST and will be subject to FOIPPA. The Contractor agrees that JTST may use any aggregate data collected from Form A and Form B for the purposes of evaluating the Apprentices Policy and for public communications regarding apprenticeship training in British Columbia.
- (i) Direction to Delay Start of Work and Final Payment: Without limiting the other provisions of Section 6.24 of this Schedule 2 [General Conditions] or any other rights BC Hydro has under the Contract, BC Hydro may, at its discretion, direct that the commencement of the Work be delayed until BC Hydro has received confirmation that Registered Apprentices will be used in the performance of the Work as required under Section 6.24(a) of this Schedule 2 [General Conditions], and any such delay will be deemed to be a Contractor Delay. BC Hydro may also, at its discretion and without obligation to the Contractor, delay the issuance of final payment under the Contract to the Contractor until BC Hydro has verified that Registered Apprentices were used in the performance of the Work as required under Section 6.24(a) of this Schedule 2 [General Conditions].

In addition to complying with the requirements of the Apprentices Policy and the other requirements of this Section 6.24, the Contractor will use reasonable commercial efforts to achieve the following apprenticeship targets for the Contractor's work force performing Work at the Site:

6.25 Training Required

Except as may be expressly provided otherwise in the Contract Documents, the Contractor will not permit any workers to perform Work at the Site who have not completed the training required under the Contract Documents, including such training as the Contractor may be required to implement under the Contract Documents.

6.26 Application to First Tier Subcontractors

Whenever in Section 6 of this Schedule 2 [General Conditions] there is an obligation on the Contractor such obligation will be read to include the obligation on the Contractor to cause first tier Subcontractors to undertake the same obligation so as to permit the Contractor to comply with its obligations under Section 6 of this Schedule 2 [General Conditions].

7 WORKER ACCOMMODATION

7.1 Worker Accommodation Facility

BC Hydro has entered into an agreement with a third party (the “**Worker Accommodation Operator**”) for the design, construction and operation of a worker accommodation facility (the “**Worker Accommodation Facility**”) located in the area labelled “Worker Accommodations” on Drawing 1016-C01-00173 (the “**Worker Accommodation Area**”). The Worker Accommodation Facility will be constructed to the standard as described in Appendix 2-4 [Site Access, Conditions and Services].

7.2 Temporary Worker Accommodations

Notwithstanding Section 7.3(b) of this Schedule 2 [General Conditions], the Contractor may provide its workers and staff performing Work on the South Bank with temporary worker accommodation up until a target date of April 1, 2016 when it is anticipated that each of the following will be ready for use by the Contractor:

- (a) the Worker Accommodation Facility; and
- (b) the Peace River Construction Bridge.

If as permitted by the Contract Documents, the Contractor provides accommodation to house workers at the Site outside of the Worker Accommodation Facility then the Contractor will use commercially reasonable efforts to give BC Hydro the same rights of inspection as it has at the Worker Accommodation Facility.

7.3 No Living-Out Allowance

BC Hydro intends that the Worker Accommodation Facility will provide the accommodation for the Contractor’s employees, Subcontractors’ employees or other representatives performing on-Site Work on the Project. The Contractor:

- (a) will not pay any compensation (such as a “living-out allowance”, “housing allowance” or “per diem”) to any worker if that worker elects not to live at the Worker Accommodation Facility; and
- (b) will not employ any worker that lives in temporary accommodation that is in competition with the Worker Accommodation Facility without the prior written approval of BC Hydro.

Notwithstanding the foregoing, the Contractor may pay a “living-out allowance”, “housing allowance” or “per diem” to supervisors or management staff whether or not such staff are living at the Worker Accommodation Facility.

7.5 BC Hydro's Agreement with the Worker Accommodation Operator

Under the agreement between BC Hydro and the Worker Accommodation Operator, BC Hydro may make arrangements for the Contractor's employees, Subcontractors' employees or other representatives performing on-Site Work on the Project and others (each a "Guest") to have a room and stay overnight at the Worker Accommodation Facility as follows:

- (a) 30 days prior to the commencement of each calendar month BC Hydro will provide the Worker Accommodation Operator a forecast of the number of Guests to be accommodated at the Worker Accommodation Facility on each calendar day in the month;
- (b) no later than 10 calendar days prior to the commencement of each calendar day, BC Hydro will provide the Worker Accommodation Operator an update of the forecast for that calendar day as described in Section 7.5(a) of this Schedule 2 [General Conditions] of the number of Guests to be accommodated at the Worker Accommodation Facility, provided that any increase in Guests over the forecast as described in Section 7.5(a) of this Schedule 2 [General Conditions] may not exceed 50; and
- (c) no later than 72 hours prior to the commencement of each calendar day, BC Hydro will confirm with the Worker Accommodation Operator the number of Guests to be accommodated at the Worker Accommodation Facility on that calendar day, provided that any increase in Guests over the updated forecast as described Section 7.5(b) of this Schedule 2 [General Conditions] may not exceed 10.

BC Hydro will be obligated to pay for the number of Guests confirmed in the 72 hour notice as described in Section 7.5(c) of this Schedule 2 [General Conditions] regardless of whether that number of Guests actually stays at the Worker Accommodation Facility on that day.

7.6 Reservations for Guests at the Worker Accommodation Facility

BC Hydro will aggregate demands for reservations for Guests to stay at the Worker Accommodation Facility from contractors at the Site on the same basis as described in Section 7.5 of this Schedule 2 [General Conditions], including the Contractor, and accordingly:

- (a) the Contractor will provide forecasts of its requirements for Guest accommodation at the Worker Accommodation Facility at least seven days in advance of the days described in Section 7.5 of this Schedule 2 [General Conditions]; and
- (b) BC Hydro will provide the Contractor with confirmation of the number of Guest reservations that the Worker Accommodation Operator has accepted with respect to each calendar day for each of the 30 day forecast, the 10 day forecast and 72 hour confirmation (the "**Contractor's Daily 72 Hour Confirmation**").

7.7 Contractor Responsibility For Employee/Agent Conduct at Worker Accommodation Area

The Contractor is responsible for the conduct of its employees, Subcontractors, and other agents (and their employees and agents) at the Worker Accommodation Area and will be liable for any damage

caused by such persons to the Worker Accommodation Area, including the Worker Accommodation Facility. The Contractor will reimburse BC Hydro the cost of repair of any such damage upon receipt of an invoice from BC Hydro.

7.8 Accommodation for Distant Workers

Between April 1st and October 31st (summer), if a worker whose permanent residence is located more than 80 km from the Dam Site Area, and if at that time the Contractor has not exceeded its Guest housing entitlement as described under Section 7.4 of this Schedule 2 [General Conditions] and the Worker Accommodation Facility has Guest rooms available, then the Contractor will not refuse to permit that worker to stay in the Worker Accommodation Facility.

Between October 31st and April 1st (winter), if a worker whose permanent residence is located more than 60 km from the Dam Site Area, and if at that time the Contractor has not exceeded its Guest housing entitlement as described under Section 7.4 of this Schedule 2 [General Conditions] and the Worker Accommodation Facility has Guest rooms available, then the Contractor will not refuse to permit that worker to stay in the Worker Accommodation Facility.

For the purpose of this Section, on the basis of different road and travel conditions, City of Dawson Creek residents are considered to be less than 80km, and District of Hudson's Hope residents are considered to be more than 80km.

7.9 No Long-Term Residency

With respect to housing Guests in the Worker Accommodation Facility:

- (a) the Contractor will only direct or permit a worker to be housed as a Guest at the Worker Accommodation Facility if such worker is engaged in the performance of the Work at the time of the overnight stay, and for certainty a worker may not remain at the Worker Accommodation Facility on a "turn around" or other shift change, except as otherwise approved by Hydro's Representative, acting reasonably, and for certainty Hydro's Representative may consider the tax consequences of such decision in the reasonable exercise of this discretion;
- (b) during the first year of the Contract less than 10% of the Guests the Contractor houses in the Worker Accommodation will be permitted to stay in the Worker Accommodation Facility continuously for an uninterrupted period exceeding 28 days; and
- (c) for every year of the Contract following the first year, no more than 5% of the Guests the Contractor houses in the Worker Accommodation will be permitted to stay in the Worker Accommodation Facility continuously for an uninterrupted period exceeding 28 days.

8 DESIGN-BUILD WORK

8.1 Scope of Design Build Work

Where, under the Contract Documents, the Contractor is to assume responsibility for the design of a specified portion of the Work (collectively, the "**Design-Build Work**"), the Contractor will undertake and have complete responsibility for such design, including the preparation and issuance of the Issued for Construction Drawings in accordance with Schedule 6 [Specifications and Drawings].

The Design-Build Work will be deemed to include all labour, equipment and materials that in accordance with Good Industry Practice or by necessary inference would be included in the Design-Build Work.

8.2 Standard of Performance for Design and Construction

Without limiting the other requirements of the Contract Documents, the Contractor will perform all design for the Design-Build Work:

- (a) in accordance with the standards set out in this Contract, including in Schedule 6 [Specifications and Drawings];
- (b) in compliance with all applicable Laws and Permits; and
- (c) in accordance with Good Industry Practice.

If one or more of the above standards is applicable then the highest of such will apply.

8.3 Additional Design Consideration

In addition to the other requirements of the Contract Documents, the Contractor will undertake and perform the design of the Design-Build Work so that such design is undertaken by a design team exercising such degree of care, skill and diligence as would reasonably be expected from consultants qualified to perform services similar in scope, nature and complexity to such design, as of the date of this Contract, and the Contractor will appoint a design team that:

- (a) is so qualified;
- (b) includes (as required by applicable Law or Good Industry Practice) Professional Engineers; and
- (c) has sufficient expertise and experience to expeditiously and efficiently perform all of such design in a proper and professional manner to the standard set out in this Contract.

8.4 Design-Build Review Process

The Contractor will undertake the design of the Design-Build Work:

- (a) in accordance with the applicable review process set out in Appendix 6-2 [Technical Specifications]; or
- (b) for Design-Build Work where no review process is specified in the Contract Documents, in accordance with the review process set out in Appendix 2-1 [Design-Build Review Process], unless otherwise agreed in writing between Hydro's Representative and the Contractor's Representative.

8.5 Cofferdam Overtopping

Pursuant to Section 13 30 00 of Appendix 6-2 [Technical Specifications], BC Hydro has specified the design criteria for the design of the Stage 1 Cofferdams, Stage 2 Cofferdams and Diversion Closure Cofferdams.

If, for any reason, a flood occurs which overtops the Cofferdams, then notwithstanding any other provision of the Contract Documents, such flooding will be a Change under Schedule 12 [Changes] and BC Hydro will be responsible for the costs of any required repair to Work resulting from the flood, provided that the Contractor:

- (a) has constructed the applicable Cofferdam(s) in accordance with the requirements of the Contract Documents, including the requirements under Appendix 4-1 [BC Hydro Project Schedule];

- (b) has not caused or contributed, directly or indirectly, to the event that caused the overtopping; and
- (c) has complied with its obligations under Section 30.2 of this Schedule 2 [General Conditions].

For certainty, a “flood” under this Section 8.5 of Schedule 2 [General Conditions] is not limited to natural occurrences and may be the result of actions taken by BC Hydro for the purpose of operating its upstream generating facilities.

8.6 Independent Cofferdam Design Review

The Contractor will engage an independent Professional Engineer who is not involved in the day-to-day performance of the Cofferdam design or in making design decisions related to the Cofferdam design, satisfactory to BC Hydro acting reasonably, with senior expertise and experience in the design of cofferdams similar to the scale and conditions of the Cofferdams. The independent Professional Engineer will have responsibility to prepare a written review of each of the Contractor's proposed Cofferdam designs for submission to BC Hydro as part of the Contractor's detailed design packages as described in Section 13 30 00 of Appendix 6-2 [Technical Specifications], including review of the overall design intent, suitability for the conditions, constructability aspects and requirements, and the appropriateness of the design calculations completed by the Contractor's design team.

9 PROCUREMENT AND THE SUPPLY OF EQUIPMENT AND MATERIALS

9.1 General

The Contractor will maintain supply and procurement records of all materials that are required in significant volumes in the performance of the Work, and all mechanical equipment that will be incorporated into the permanent Work.

9.2 Inspection

Without limiting Section 3.16 of this Schedule 2 [General Conditions], Hydro's Representative will have the right to carry out periodic inspections of:

- (a) all of the Contractor's storage and inventory control records of materials and equipment required for the Work; and
- (b) all materials and equipment held in storage for the Work.

The Contractor will deliver to Hydro's Representative all inspection reports of materials or equipment, prepared by the Contractor or third party inspectors, accompanied by all relevant inspection documents.

9.3 Shipping

The Contractor will:

- (a) be responsible for shipment of all materials and equipment to the Site;
- (b) establish and issue to all Subcontractors proper packaging, shipping and marking instructions including necessary addresses, pro-forma invoices, bills of lading and customs releases applicable to different methods of transport, border crossings and receiving location(s); and
- (c) provide seven days written notice prior to arrival on site of any significant deliveries that may require coordination with Other Contractors or BC Hydro. Required Submittals should be submitted no later than 28 days prior to delivery of materials and equipment;

9.4 Tracing and Expediting

The Contractor will:

- (a) be responsible for tracing and expediting all shipments and for obtaining all clearances;
- (b) establish and maintain an inventory management system for on-Site work;
- (c) notify itself of all delivery of equipment, materials and parts to Site; and
- (d) copy all shipping notices and slips to BC Hydro.

10 **PRICES AND PAYMENT**

10.1 Payments

Each of the Contractor and BC Hydro will comply with the requirements of Schedule 11 [Prices and Payment].

11 **CHANGES**

11.1 Changes

BC Hydro may, without invalidating the Contract, make changes to the Work in accordance with Schedule 12 [Changes].

12 **DELAYS AND ACCELERATION**

12.1 BC Hydro Delay

If the Contractor is delayed in the performance of the Work by an act or omission of Hydro's Representative, BC Hydro, or a Person for whom BC Hydro is in law responsible (other than the Contractor and those engaged by or through the Contractor), contrary to the provisions of the Contract Documents ("**BC Hydro Delay**"), then, on written notice as required by Section 12.8 of this Schedule 2 [General Conditions] and subject to the Contractor's duties to mitigate under Section 30.2 of this Schedule 2 [General Conditions], the Contractor will be entitled to:

- (a) an extension of the time for the performance of the Work equal to the impact of such delay; and
- (b) reimbursement from BC Hydro for the Direct Costs reasonably and necessarily incurred by the Contractor as a direct result of such delay, without mark-up for head office overhead or profit. For certainty no payment will be owed by BC Hydro to the Contractor on account of such delay for Consequential Damages.

12.2 Contractor Delay

If the Contractor is delayed in the performance of the Work by its own acts or omissions, or by the acts or omissions of a Person for whom the Contractor is in law responsible ("**Contractor Delay**"), then the Contractor will not be entitled to, nor will the Contractor make any claim for reimbursement or payment from BC Hydro for any costs incurred by the Contractor or an extension of the time for the performance of the Work, in either case, as a result of such delay.

12.3 Labour Disputes

Any work stoppage, strike, lock-out, picket or other labour dispute by any personnel engaged by BC Hydro or any Other Contractor will be deemed to be a BC Hydro Delay under Section 12.1 of this Schedule 2 [General Conditions].

Any work stoppage, strike, lock-out, picket or other labour dispute by any personnel engaged by the Contractor or any Subcontractor, including any financial and jurisdictional disputes involving unionized and non-unionized workers, will be deemed to be a Contractor Delay under Section 12.2 of this Schedule 2 [General Conditions].

12.4 Project Delay

If the Contractor is delayed in the performance of the Work as a result of a direction from a Governmental Authority given for the purpose of suspending the Project as a whole ("**Project Delay**"), including an order from a court pursuant to an application from:

- (a) any person to suspend the Project as a whole; or
- (b) any person asserting infringement of treaty and Aboriginal rights, including Aboriginal title,

such delay will be deemed to be a suspension by BC Hydro under Section 17.1 of this Schedule 2 [General Conditions].

12.5 Force Majeure

If either the Contractor or BC Hydro is delayed in the performance of any of their obligations under the Contract as a result of an event of Force Majeure, then the party claiming the delay will be excused from performance of such obligations, provided that party gives written notice in accordance with Section 12.8 of this Schedule 2 [General Conditions], and mitigates the effect of the delay in accordance with Section 30.2 or 30.3 of this Schedule 2 [General Conditions], as applicable. The party delayed by an event of Force Majeure will be entitled to an extension of the time for the performance of the Work equal to the impact of the delay caused by the event of Force Majeure, but will not be entitled to, nor will such party make any claim for, reimbursement or payment for any costs incurred by that party as a result of the event of Force Majeure.

If an event of Force Majeure causes delay for a period greater than 365 days then, for the period of delay commencing on day 366, the delay will be deemed to be a suspension by BC Hydro under Section 17.1 of this Schedule 2 [General Conditions].

12.6 Public Protest at Site

Notwithstanding Section 12.5 of this Schedule 2 [General Conditions], a public protest, including a protest by a special interest group, occurring at the Site targeted at the Project that causes delay to the performance of the Work is not an event of Force Majeure and will be considered a suspension by BC Hydro under Section 17.1 of this Schedule 2 [General Conditions].

12.7 Concurrent Delay

With respect to concurrent delays, if two or more delay events occur concurrently then for the period of any concurrency:

- (a) the following order of priority will apply, such that Contractor Delay has the highest priority and Project Delay has the lowest priority:
 - (i) Contractor Delay pursuant to Section 12.2 of Schedule 2 [General Conditions];
 - (ii) Force Majeure pursuant to Section 12.5 of Schedule 2 [General Conditions];
 - (iii) BC Hydro Delay pursuant to Section 12.1 of Schedule 2 [General Conditions]; and
 - (iv) Project Delay pursuant to Section 12.4 of Schedule 2 [General Conditions]; and
- (b) the Contractor will only be entitled to claim:
 - (i) an extension of the time for the performance of the Work; or
 - (ii) reimbursement for additional costs incurred by the Contractor; or
 - (iii) both,

in accordance with and to the extent permitted by the corresponding Section for the delay event given the highest priority in Section 12.7(a) of this Schedule 2 [General Conditions].

12.8 Notice of Delay

With respect to any event of delay:

- (a) regardless of the cause of a delay, the party claiming delay will give written notice of the delay to the other party's Representative with sufficient detail to permit the other party's Representative to be able to understand the basis for the claim as well as the anticipated impact on the Contract Price, if any, and the time for the performance of the Work, if any. Such notice will be given promptly after the party claiming delay is aware of an impact on the Contract Price or the time for the performance of the Work, or, in any event, promptly after the time when the party claiming delay should reasonably have become aware of an impact on the Contract Price or the time for the performance of the Work, provided, however, that in the case of a continuing cause of delay only one written notice of delay will be necessary;
- (b) if the Contractor gives notice of delay in accordance with Section 12.8(a) of this Schedule 2 [General Conditions], then, as part of the performance of the Work, the Contractor will keep and provide to Hydro's Representative records in the same detail and manner as described in Section 4.1 of Schedule 12 [Changes];
- (c) upon receipt of a notice of delay from the Contractor, Hydro's Representative will promptly investigate the conditions giving rise to the claimed delay in order to satisfy himself as to the validity of the claimed delay;

- (d) in no event will the Contractor be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price or an adjustment of the time for the performance of the Work on account of any delay or portion of a delay:
 - (i) that occurs more than seven days prior to the notice delivered by the Contractor to Hydro's Representative as provided by Section 12.8(a) of this Schedule 2 [General Conditions]; or
 - (ii) notwithstanding Section 12.8(d)(i) of this Schedule 2 [General Conditions], to the extent BC Hydro is materially prejudiced by any delay in the Contractor complying with its obligations under Section 12.8(a) of this Schedule 2 [General Conditions]; and
- (e) in no event will the Contractor be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price on account of any costs incurred as a result of any delay or portion of a delay for which the Contractor has not kept, nor made available to Hydro's Representative, the records as required under Section 12.8(b) of this Schedule 2 [General Conditions].

12.9 Acceleration to Recover Contractor Delays

If, at any time, Hydro's Representative, acting reasonably, determines that the then current Work Program and Schedule is not being met due to an act, error or omission of the Contractor or any Subcontractor, then Hydro's Representative may deliver written notice to the Contractor directing the Contractor to accelerate the performance of the Work, at the Contractor's sole cost and expense, so as to bring the performance of the Work back into conformity with the then current Work Program and Schedule.

12.10 Acceleration for BC Hydro's Convenience

Hydro's Representative may, at any time, deliver written notice to the Contractor to accelerate the performance of the Work at BC Hydro's convenience and upon receipt the Contractor will use reasonable commercial efforts to accelerate in accordance with such notice. Any such acceleration will be a Change under Schedule 12 [Changes], provided that the date for the payment of Liquidated Damages under Section 11 of Schedule 11 [Prices and Payment] will not be moved to an earlier date, except as otherwise expressly agreed by the Contractor and BC Hydro.

█ [REDACTED]

█ [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (b) the Contractor should otherwise fail to comply with the requirements of the Contract to a substantial degree; or
- (c) the aggregate liability of the Contractor to BC Hydro for Claims relating to or arising out of the Contract exceeds the maximum aggregate liability as set out in Section 24.1 of this Schedule 2 [General Conditions],

then Hydro's Representative may provide the Contractor with written notice stating the nature of the Contractor's failure and instructing the Contractor to correct the failure within seven days after receipt of such notice. If the Contractor cannot reasonably correct the failure within such seven days, then the Contractor will be in compliance with Hydro's Representative's instructions if the Contractor:

- (d) takes all reasonable steps to begin to correct the failure within such seven days;
- (e) provides Hydro's Representative with a schedule reasonably acceptable to Hydro's Representative for such correction; and
- (f) completes the correction in accordance with such schedule.

If the Contractor fails to correct the default in the time specified or subsequently agreed in writing, or, if, for any reason, the default cannot be corrected, including if the default is as described in Section 15.1(c) of this Schedule 2 [General Conditions] and no new agreement is reached between the parties regarding the Contractor's maximum aggregate liability, then BC Hydro may, without prejudice to any of its other rights or remedies:

- (g) correct such default to the extent BC Hydro is able to correct the default and set off from any payment then or thereafter due to the Contractor all additional costs reasonably incurred by BC Hydro to correct the default, including the cost of Other Contractors and BC Hydro's own forces;
- (h) deduct any portion of the outstanding Work from the Contract as BC Hydro may, in its sole discretion, decide and adjust the Contract Price on account of such deduction and set-off from any payment then or thereafter due to the Contractor all additional costs reasonably incurred by BC Hydro to complete the performance of the Work, including increased costs of construction, the costs of Other Contractors, any administrative costs, the cost of BC Hydro's own forces and resources and the cost to BC Hydro of Hydro's Representative; or
- (i) terminate the Contract.

15.2 Bankruptcy

BC Hydro may, without prejudice to any of its other rights or remedies, terminate the Contract by giving written notice to the Contractor or any other applicable Person, if:

- (a) the Contractor, or any entity comprising the Contractor, makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or becomes involved in any other type of insolvency proceedings being commenced by or against the Contractor, or any entity comprising the Contractor, under the *Bankruptcy and Insolvency Act* (Canada) or otherwise;
- (b) a receiver, receiver manager or other encumbrance holder takes possession of or is appointed over, or any distress, execution or other process is levied or enforced upon, the whole or any material part of the assets of the Contractor, or any entity comprising the Contractor;

- (c) any arrangement with or for the benefit of creditors is entered into by or in relation to the Contractor, or any entity comprising the Contractor, provided such arrangement is not entered into by the Contractor, or such entity comprising the Contractor, in the ordinary course of business;
- (d) any proceeding with respect to the Contractor, or any entity comprising the Contractor, is commenced under the *Companies' Creditors Arrangement Act* (Canada);
- (e) the Contractor, or any entity comprising the Contractor, ceases to carry on business; or
- (f) a petition is filed (and not being contested in good faith, using all commercially reasonable efforts), or a resolution is passed or an order is made for the winding up, liquidation or dissolution of the Contractor, or any entity comprising the Contractor.

BC Hydro will not exercise its right of termination under this Section 15.2 if at least one entity comprising the Contractor is not the entity giving rise to such right of termination under Section 15.2(a) through Section 15.2(f) of this Schedule 2 [General Conditions], and if BC Hydro, acting reasonably, is satisfied that:

- (g) such entity(ies) has the power, capacity and resources necessary to fulfill the Contractor's obligations under the Contract; and
- (h) such entity(ies) will deliver a modified security package that provides BC Hydro with security for the performance of the Contractor's obligations under the Contract that is equal to that provided under the Performance Security.

15.3 Termination for Cause

If BC Hydro terminates the Contract under Section 15.1 or Section 15.2 of this Schedule 2 [General Conditions], then BC Hydro will, while making all commercially reasonable efforts to mitigate costs and delays:

- (a) be entitled to take possession of the equipment and materials, including any BC Hydro Property, located at the Site or elsewhere and intended for incorporation in or use in the performance of the Work, and any equipment and materials for which payment has been made or for which payment may be owing in accordance with the Contract Documents by BC Hydro to the Contractor, to utilize such equipment and materials, subject to the rights of third parties, and complete the performance of the Work by whatever method BC Hydro may consider expedient;
- (b) be entitled to withhold any payments owing to the Contractor;
- (c) upon Total Completion, be entitled to retain from any amounts withheld from the Contractor the total of any additional costs (the "**Default Costs**") in excess of the Contract Price BC Hydro incurred to achieve Total Completion because of the Contractor's default, including the costs of Other Contractors, any administrative costs, the cost of BC Hydro's own forces and resources and the cost to BC Hydro of Hydro's Representative, and pay the balance of any amounts withheld from the Contractor, if any, to the Contractor. If the total of:
 - (i) the Default Costs; and
 - (ii) the costs to cover corrections during the Warranty Period with respect to the Work performed by the Contractor up to the date of termination,

exceeds the total of the payments BC Hydro has withheld, then such excess will be immediately due and owing by the Contractor to BC Hydro upon receipt of an invoice from BC Hydro for such excess; and

- (d) on expiry of the Warranty Period retain, from any holdback, the cost of any corrections made during the Warranty Period to any Work performed by the Contractor up to the date of termination, and pay the balance, if any, to the Contractor. If the total of the costs of such corrections exceeds the holdback, then such excess will be immediately due and owing by the Contractor to BC Hydro upon receipt of an invoice from BC Hydro for such excess, but without duplication of any amounts previously paid by the Contractor pursuant to Section 15.3 of this Schedule 2 [General Conditions].

15.4 Contractor's Obligations Following Termination

If the Contract is terminated for any reason, including pursuant to Section 17.1 of this Schedule 2 [General Conditions], the Contractor's obligations described in the Contract Documents as to quality, correction and warranty will continue in full force and effect after such termination with respect to the Work performed by the Contractor up to the time of termination.

16 BC HYDRO DEFAULT

16.1 Failure to Perform

If BC Hydro fails to:

- (a) pay the Contractor payments when due in accordance with the provisions of the Contract;
- (b) provide the Contractor with adequate directions or instructions so as to prevent the Contractor from performing the Work in accordance with the Contract; or
- (c) resume the Contract, in whole or in part, within one year of the effective date of the suspension of the Contract under Section 17.1 of this Schedule 2 [General Conditions],

then the Contractor may provide Hydro's Representative with written notice stating the nature of BC Hydro's default and instructing BC Hydro to correct the default within 30 days after receipt of such notice.

If BC Hydro cannot reasonably correct the default in such 30 days, then BC Hydro will be in compliance with the Contractor's instructions if BC Hydro:

- (d) takes all reasonable steps to begin to correct the default within such 30 days;
- (e) provides the Contractor with a schedule acceptable to the Contractor, acting reasonably, for such correction; and
- (f) completes the correction in accordance with such schedule.

If BC Hydro fails to correct the default in the time specified or subsequently agreed in writing, then the Contractor may, without prejudice to any of its other rights or remedies, terminate the Contract.

16.2 Termination for Cause

If the Contractor terminates the Contract under Section 16.1 of this Schedule 2 [General Conditions], then BC Hydro will, in full satisfaction of all claims the Contractor may have, pay the Contractor:

- (a) all compensation owed in accordance with the Contract for all Work performed, including all materials and equipment supplied for incorporation into the Work, in accordance with the Contract Documents up to the date of the termination;
- (b) all reasonable and substantiated third party cancellation charges, if any, incurred by the Contractor to the date of termination, provided such charges could not have been reasonably avoided or mitigated by the Contractor; and
- (c) the Contractor's reasonable and substantiated Direct Costs for demobilization from the Contractor's Work Areas, plus a mark-up of 15% on such Direct Costs.

For certainty, the Contractor will not be entitled to, nor will the Contractor make a claim for, Consequential Damages.

17 SUSPENSION OR TERMINATION OF CONTRACT OTHER THAN FOR DEFAULT

17.1 Suspension or Termination for Convenience

BC Hydro may, by written notice to the Contractor's Representative, at any time at BC Hydro's convenience and in its sole discretion, suspend or terminate the Contract, in whole or in part, stating the extent and effective date of such suspension or termination, and, upon receipt of such written notice, the Contractor will:

- (a) wind down all suspended or terminated Work in accordance with such notice and in a manner such that BC Hydro receives the benefit of all completed Work;
- (b) with respect to the terminated portions of the Work, if any, on the written direction of Hydro's Representative:
 - (i) assign to BC Hydro, in the manner and to the extent directed by BC Hydro, all of the Contractor's rights under purchase orders and agreements with any first tier Subcontractors as identified by BC Hydro; and
 - (ii) terminate purchase orders and agreements with first tier Subcontractors, to the extent that they are not assigned to BC Hydro;
- (c) take any necessary action, including re-possession, to protect property in the Contractor's possession in which BC Hydro has or may acquire an interest, including any BC Hydro Property;
- (d) continue and complete performance of the continuing portion of the Work, if any, in accordance with the Contract Documents;
- (e) provide suggestions to BC Hydro as to the best methods of mitigating any Claims, costs or delays arising from the suspension or termination of all of portions of the Work;
- (f) provide all records and documents, as required by the Contract, to BC Hydro relating to the terminated portion of the Work, if any; and

- (g) take any other action in relation to the termination of the Work which BC Hydro may reasonably direct.

17.2 Rights upon Termination for Convenience

In the event of termination under Section 17.1 of this Schedule 2 [General Conditions], BC Hydro will, in full satisfaction of all claims the Contractor may have, pay the Contractor:

- (a) all compensation owed in accordance with the Contract for all Work performed, including all materials and equipment supplied for incorporation into the Work, in accordance with the Contract Documents up to the date of the termination;
- (b) all reasonable and substantiated third party cancellation charges, if any, incurred by the Contractor to the date of termination, provided such charges could not have been reasonably avoided or mitigated by the Contractor; and
- (c) the Contractor's reasonable and substantiated Direct Costs for demobilization from the Contractor's Work Areas, plus a mark-up of 15% on such Direct Costs.

For certainty, the Contractor will not be entitled to, nor will the Contractor make any claim for, Consequential Damages.

17.3 Obligations During Suspension

During any period of suspension, the Contractor will not remove any Work or any equipment and materials, including BC Hydro Property, from the Contractor's Work Areas without the prior written consent of Hydro's Representative, and will take all commercially reasonable steps to secure and make safe all Work and all such equipment and materials at the Site, including BC Hydro Property, if any. At any time after the commencement of such period of suspension, BC Hydro may give written direction to the Contractor to resume performance of the suspended Work, and, upon receipt of such direction, the Contractor will so resume within the time specified in such direction by Hydro's Representative, acting reasonably.

In the event of suspension under Section 17.1 of this Schedule 2 [General Conditions], and provided that such suspension is not due to a default of the Contractor, BC Hydro will, in full satisfaction of all claims the Contractor may have, reimburse the Contractor for the Contractor's Direct Costs, including stand-by equipment rental rates for any equipment that the Contractor may rent or own, personnel demobilization and remobilization costs and additional Site overhead costs, incurred in complying with the requirements of this Section 17.3, provided such costs could not have been reasonably avoided or mitigated by the Contractor, plus a mark-up of 15% on such costs.

At the end of each month during a suspension, the Contractor may submit an invoice to BC Hydro, along with all supporting documentation reasonably required by BC Hydro, which fully details the Direct Costs claimed by the Contractor in accordance with this Section 17.3 for that month. BC Hydro will pay to the Contractor the amount it approves within 60 days of receipt of such an invoice.

For greater certainty, the Contractor will not be entitled to, nor will the Contractor make any claim for, Consequential Damages.

The Work Program and Schedule will be extended to cover the complete period of the suspension.

17.4 Termination for Force Majeure

Either party may, on 14 days written notice to the other party, terminate the Contract if an event of Force Majeure has delayed the Contract for a period greater than 365 days for a single event, or 730 days in the

aggregate if there is more than one Force Majeure event. Any termination pursuant to this Section 17.4 will be deemed to be a termination under Section 17.1 of this Schedule 2 [General Conditions].

18 DISPUTES

18.1 Dispute Resolution Procedure

All Disputes will be resolved in accordance with Schedule 14 [Dispute Resolution Procedure].

19 PROTECTION OF PERSONS, PROPERTY AND THE ENVIRONMENT

19.1 Health and Safety

The Contractor will comply with Schedule 10 [Safety].

19.2 Protection of Work and Property

With respect to protection of the Work, other work and property:

- (a) except as expressly set out otherwise in the Contract Documents, in performing the Work, the Contractor will be responsible:
 - (i) for the care, custody, control and security of all parts of the Work until Substantial Completion, and the Contractor will, at the Contractor's sole cost and expense, make good any loss or damage to any part of the Work until Substantial Completion;
 - (ii) to protect BC Hydro's and other Person's work and property, including BC Hydro Property, from loss or damage, and the Contractor will, at the Contractor's sole cost and expense, make good any such loss or damage to BC Hydro's or other Person's work and property, including BC Hydro Property; and
 - (iii) for the care, custody, control, maintenance and security of the Work and all equipment, materials and other items used or provided to or by the Contractor or any Subcontractor in connection with the Contract, including BC Hydro Property, whether in transit to or from the Site or in storage on or off the Site by the Contractor or any Subcontractor, and the Contractor will, at the Contractor's sole cost and expense, make good any loss or damage to any such equipment, materials and other items;
- (b) notwithstanding Section 19.2(a) of this Schedule 2 [General Conditions], the Contractor will not be responsible for loss or damage described in Section 19.2(a):
 - (i) to the extent the Contractor, in the performance of the Work, could not reasonably have avoided such loss or damage; or
 - (ii) to the extent BC Hydro, Hydro's Representative, Other Contractors or others for whom BC Hydro is in law responsible (other than the Contractor and those engaged by or through the Contractor, including Subcontractors) contributed in causing such loss or damage; and
- (c) for certainty, if the loss or damage described in Section 19.2(a) of this Schedule 2 [General Conditions] would have been covered by or recoverable against the insurance required to be obtained and maintained under the Contract but for Section 19.2(b) of this Schedule 2 [General Conditions], then that Section 19.2(b) of this Schedule 2 [General Conditions] will be inoperative and considered as deleted from the Contract so as to permit the recovery under such insurance. In such event, BC Hydro will pay the applicable deductible or reimburse the Contractor for the

payment of the applicable deductible and the insurance proceeds will be used by the parties to make good the loss or damage.

19.3 Protection of the Environment

The Contractor will comply with Schedule 7 [Environmental Obligations]. The Contractor will, as part of the Work, cooperate with BC Hydro as BC Hydro may request, acting reasonably, to provide information required relating to any Permit.

19.4 Security Plan

Within 90 days after the Effective Date, and in any event prior to commencing the performance of any Work at the Site, the Contractor will prepare and submit to Hydro's Representative for Consent a security plan (the "**Security Plan**") that outlines the security measures the Contractor will implement to protect its employees, agents, personnel, its Subcontractors and their employees and agents, the Contractor's materials and equipment, the Work, BC Hydro Property and any area of ancillary use, including any storage area or laydown area, within the Contractor's Work Area.

19.5 Amendment of Security Plan

The Contractor will review and amend the Security Plan from time to time as necessary to reflect changes in the development of the Work, installation progress, work methods, Site hazards and scope of Work. The Contractor will, prior to implementing any Security Plan amendments, submit the proposed amendments to Hydro's Representative for Review.

19.6 Compliance with Security Plan

The Contractor should implement and comply with the Security Plan and any amendments to the Security Plan pursuant to Section 19.5 of this Schedule 2 [General Conditions].

If BC Hydro designates an entity other than the Contractor as the Prime Contractor in an area within the Contractor's Work Area, as contemplated in Section 2.7 of Schedule 10 [Safety], then the Contractor will collaborate with the Prime Contractor to develop and implement a security plan for any such overlapping Safety Area(s), and will comply with that security plan.

20 CONFIDENTIALITY AND COMMUNICATIONS

20.1 Confidential Information

Each of BC Hydro and the Contractor will treat as confidential, and will use commercially reasonable efforts to protect and prevent the publication, disclosure or dissemination to third parties without the prior written consent of the disclosing party any business, financial, technical information of the disclosing party, or of any other information expressly identified by the disclosing party in writing as proprietary or confidential, that is supplied (whether orally or in written, electronic or any other form) to, or otherwise obtained or acquired by, the receiving party as a result of or in connection with the Contract (collectively the "**Confidential Information**").

20.2 Permitted Disclosure

Notwithstanding Section 20.1 of this Schedule 2 [General Conditions], disclosure of Confidential Information may be made:

- (a) with the prior written consent of the other party's Representative;
- (b) in strict confidence to the party's professional advisors;

- (c) in the case of the Contractor, to Subcontractors and Affiliates, or, in the case of BC Hydro, to Other Contractors or other contractors, who, in each case, need to know the applicable Confidential Information for the purposes of performing the Work, performing work on the Project, or performing repairs on the permanent Work;
- (d) in the case of BC Hydro:
 - (i) to any Governmental Authority, as required or requested by such Governmental Authority;
 - (ii) to the British Columbia Utilities Commission for the purpose of any regulatory application or submission to the British Columbia Utilities Commission; and
 - (iii) to any provincial ministry or to the Province of British Columbia; or
- (e) as otherwise required by Law, by Permits, or permitted by the Contract Documents, including Section 29 of this Schedule 2 [General Conditions].

The Contractor will, acting reasonably, consent to such Confidential Information as BC Hydro may request to be disclosed for reasons of public interest and transparency including:

- (f) emergency response plans; and
- (g) employment information including Aboriginal inclusion.

The Contractor will require all Subcontractors and Affiliates to enter into agreements with the Contractor containing confidentiality provisions substantially similar to those found in Section 20 of this Schedule 2 [General Conditions].

Prior to disclosing any Confidential Information to Other Contractors or other contractors, BC Hydro will ensure that such parties are bound by agreements with BC Hydro containing confidentiality provisions substantially similar to those found in Section 20 of this Schedule 2 [General Conditions].

20.3 Exceptions to Confidentiality Obligations

The obligations of confidentiality described in Section 20.1 of this Schedule 2 [General Conditions] will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of the Contract or through a breach of a confidentiality agreement which another Person has entered into concerning the Confidential Information;
- (b) information which the party already possessed before commencing to participate in the Project;
- (c) information which is rightfully received from a third party without breach of any obligation of confidence by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

20.4 Communications Roles

The Contractor will, during the performance of its obligations under the Contract, comply with the terms and conditions set out in Schedule 9 [Communications Roles].

20.5 Public Communications

The Contractor acknowledges that BC Hydro will not provide any endorsement of the Contractor or the Work performed pursuant to the Contract. The Contractor will not erect any sign or advertising, use any BC Hydro trademark, logo or device in any sign or advertisement or make any public announcement or disclosure, whether for publication in the press, radio, television, or any other medium, regarding the existence of the Contract, the Project or the Work without the prior written consent of BC Hydro, which consent may be arbitrarily withheld.

21 RECORDS AND AUDIT

21.1 Records and Audit

The Contractor will, during the performance of its obligations under the Contract, comply with the terms and conditions set out in Schedule 15 [Records].

21.2 Financial Statements

In addition to complying with the requirements of Schedule 15 [Records], the Contractor will, during the performance of its obligations under the Contract and for a period of seven years after termination of the Contract, keep and maintain all financial statements that are required or may be requested by BC Hydro from the Contractor or from the entity issuing the Parent Company Guarantee, and will, upon reasonable written notice, make such information available to Hydro's Representative and any of his or her nominees within such time period for review and audit.

The Contractor will, upon written request from Hydro's Representative within such time period, and in any event prior to disposal of such information, provide Hydro's Representative with a copy of any such information in a form satisfactory to Hydro's Representative, acting reasonably.

No audit conducted by Hydro's Representative or BC Hydro or any of their nominees under this Section 21.2 will at any time constitute approval or acceptance of any Work under the Contract, nor be considered a waiver by BC Hydro of any of the terms of the Contract, nor relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract Documents.

22 INSURANCE

22.1 Contractor Provided Insurance Coverage

The Contractor will obtain and maintain all policies of insurance required of it and will otherwise comply with all of the requirements set out in Schedule 13 [Insurance].

22.2 BC Hydro Provided Insurance Coverage

BC Hydro will obtain and maintain all policies of insurance required of it and will otherwise comply with all of the requirements set out in Schedule 13 [Insurance].

23 INDEMNIFICATION

23.1 Contractor Indemnity

The Contractor will indemnify, save harmless and assume the defence of, BC Hydro, its directors, officers, employees, consultants and agents, including Hydro's Representative (each, an "**Indemnified Party**") and, together, the "**Indemnified Parties**") from and against all third party Claims, including related Claim Costs, at any time suffered or incurred by, or brought or made against, the Indemnified Parties, or

any one of them, to the extent arising out of the errors, omissions or negligent acts, willful misconduct, or fraudulent or criminal acts, or breach of the Contract, of or by the Contractor, the Contractor's Affiliates or any Subcontractor, or those for whom such Persons may in law be responsible, except to the extent arising from the negligence or willful misconduct of the third party, an Indemnified Party, or another Person having a duty to indemnify BC Hydro.

23.2 Conduct of Claims

Without limiting the generality of Section 23.1 of this Schedule 2 [General Conditions], if an Indemnified Party becomes a party to a Claim for which indemnity may be sought under Section 23.1 of this Schedule 2 [General Conditions], then the Contractor will conduct the defence of such Claim, at the Contractor's sole cost and expense, keeping BC Hydro fully advised on all details of the proceedings, provided that:

- (a) if the Contractor fails to commence or carry out reasonably such defence then BC Hydro has the right, but not the obligation, upon prior written notice to the Contractor, to assume the defence of, including the settlement of, such Claim, and the Contractor will be responsible to pay BC Hydro's reasonable costs of such defence;
- (b) if, after BC Hydro assumes conduct of a defence pursuant to Section 23.2(a) of this Schedule 2 [General Conditions], a judgment is rendered or BC Hydro reaches a settlement with respect to the Claim that involves a payment to a third party, then BC Hydro will be entitled to claim contribution and indemnity from the Contractor, and the Contractor will pay BC Hydro the portion of the judgment or settlement attributable to the actions or omissions of the Contractor, provided that BC Hydro acted in good faith in reaching such judgment or settlement;
- (c) if, for BC Hydro's convenience, BC Hydro wishes to assume conduct of the defence then BC Hydro has the right, but not the obligation, upon prior written notice to the Contractor, to assume the defence of, including the settlement of, such Claim, and BC Hydro will be responsible to pay BC Hydro's costs of such defence and any judgment made as against the Contractor or BC Hydro, if any; and
- (d) if, after BC Hydro assumes conduct of a defence pursuant to Section 23.2(c) of this Schedule 2 [General Conditions], a judgment is rendered or BC Hydro reaches a settlement with respect to the Claim that involves a payment to a third party, then BC Hydro will be responsible to pay such judgment or such settlement, as the case may be, but BC Hydro will have the right to seek a contribution from the Contractor of an amount proportionate to the Contractor's responsibility for the Claim, as agreed to between the parties or, if not agreed, as determined pursuant to the Dispute Resolution Procedure. In no event shall the Contractor be required to contribute an amount that is greater than the proportion of the Contractor's responsibility for the Claim.

23.3 Separate Counsel

Where the Contractor has conduct of the defence of a Claim under Section 23 of this Schedule 2 [General Conditions], each applicable Indemnified Party may retain its own counsel, at the Indemnified Party's sole cost and expense, for the purpose of monitoring the Contractor's conduct of the Claim.

23.4 Limitation on Settlement

Notwithstanding any other provision in the Contract, where the Contractor has conduct of the defence of a Claim against an Indemnified Party pursuant to Section 23.2 of this Schedule 2 [General Conditions], the Contractor will not conclude or agree to the settlement or resolution of such Claim without the prior written approval of Hydro's Representative. Where the Contractor concludes or agrees to the settlement or resolution of such Claim without the prior written approval of Hydro's Representative, the Contractor will be liable for the entire amount of such settlement or resolution, including any amount in excess of its

indemnity obligations under the Contract, and will have no right to claim reimbursement, set-off or payment from BC Hydro, or any other Indemnified Party, with respect to any such excess amount.

23.5 Intellectual Property Indemnification

The following will apply with respect to any actual or alleged unauthorized disclosure, use or infringement of a third party's patent or intellectual, proprietary or industrial property rights:

- (a) the Contractor will indemnify, save harmless and assume the defence of, the Indemnified Parties in accordance with the provisions of Section 23 of this Schedule 2 [General Conditions], from and against all third party Claims, including Claim Costs, at any time suffered or incurred by, or brought or made against, the Indemnified Parties, or any one of them, to the extent resulting from or caused by any actual or alleged unauthorized disclosure, use or infringement of a third party's patent or intellectual, proprietary or industrial property rights to the extent resulting from or caused by the performance of the Work or the actions or omissions of the Contractor, the Contractor's Affiliates or Subcontractors, or those for whom such Persons may in law be responsible, or otherwise asserted against the Indemnified Parties, or any one of them, and for any other consequences to the extent arising out of the breach by the Contractor of Section 29 of this Schedule 2 [General Conditions]; and
- (b) without limiting the Contractor's obligations under Section 23.5(a) of this Schedule 2 [General Conditions], if any part of the Work uses any patent or intellectual, proprietary or industrial property rights or anything else which infringes the rights of others or which is alleged to infringe the rights of others, the Contractor will, at its own cost and expense, immediately:
 - (i) procure for BC Hydro an irrevocable, perpetual, nonexclusive, fee-free, royalty-free, assignable license for BC Hydro to use such patent or intellectual, proprietary or industrial property rights for the purpose of operating, maintaining and repairing the Work;
 - (ii) replace or alter the infringing or allegedly infringing parts with non-infringing parts of equal or better quality so as to meet or exceed the requirements of the Contract; or
 - (iii) if permitted by BC Hydro in writing, forthwith refund the amount paid by BC Hydro to the Contractor under the Contract with respect to the infringing or allegedly infringing parts.

Notwithstanding the foregoing, the Contractor will not be obligated to indemnify an Indemnified Party for any infringement Claim if:

- (c) the Indemnified Party does not notify the Contractor of such infringement Claim within a reasonable period of time after the Indemnified Party's receipt of such Claim;
- (d) such Claim results from the use of the Work contrary to the written specifications or written directions of the Contractor;
- (e) such Claim results from the use of a design provided to the Contractor by BC Hydro in accordance with the provisions of this Contract. For clarity, the Contractor will be obligated to indemnify an Indemnified Party in accordance with the provisions of Section 23 of this Schedule 2 [General Conditions] for an infringement Claim if such Claim results from the Contractor's design for the Design-Build Work; or
- (f) such Claim is compromised or settled without the Contractor's written consent.

23.6 BC Hydro Indemnity

BC Hydro will indemnify and save harmless the Contractor, its directors, officers and employees, from and against all third party Claims, including related Claim Costs, at any time suffered or incurred by, or brought or made against, the Contractor, its directors, officers and employees, or any one of them, for personal injury, including death, or property damage, to the extent caused by the negligence, wilful misconduct or breach of this Contract by any of the Indemnified Parties.

23.7 Enforcement of the BC Hydro Indemnity

The indemnity in Section 23.6 of this Schedule 2 [General Conditions] will only be enforceable against BC Hydro by the Contractor, its directors, officers and employees, if:

- (a) the Contractor gives BC Hydro: prompt notice of any third party Claim; the right and opportunity to select counsel and defend or settle the third party Claim; all documents and other information, including access to witnesses, available to the Contractor that may assist in the favourable defence or settlement of the third party Claim; and
- (b) the Contractor does not make any admission, or does any other act or thing, that is materially prejudicial to the favourable defence or settlement of the third party Claim.

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25 WARRANTY

25.1 Warranty

The Contractor warrants that all Work will be performed and supplied in accordance with the Contract Documents, free from defects in material, in workmanship and in any design or engineering furnished by or on behalf of the Contractor.

25.2 Quality of Equipment and Materials

The Contractor warrants that the equipment and materials furnished by or on behalf of the Contractor will be:

- (a) new and of recent manufacture;
- (b) first quality;
- (c) where such equipment and materials are not specified in the Contract Documents, fit for their intended purposes;
- (d) free from design defects, faults and faulty operation, including latent defects, provided that:
 - (i) if the Contractor obtains an equivalent warranty, including with respect to the Warranty Period described in Section 25.3 of this Schedule 2 [General Conditions], from the applicable third party manufacturer of the equipment and materials; and
 - (ii) the Contractor complies with Section 25.4 of this Schedule 2 [General Conditions] to assign the manufacturer’s warranty to BC Hydro,

then the Contractor will be deemed to have satisfied this Section 25.2(d);

- (e) compliant with the Contract Documents, including the specifications set out in Schedule 6 [Specifications and Drawings]; and
- (f) compliant with all Laws and Permits.

25.3 Length of Warranty

The length of the Contractor's warranty on the Work will be as follows:

- (a) subject to Section 25.3(b), the warranty set out in Section 25.1 and Section 25.2 of this Schedule 2 [General Conditions] will expire (the "**Warranty Period**") 24 months after the date of Substantial Completion or earlier termination of the Contract, except with respect to any matter for which a warranty claim has been made during such period. If any warranty claim is made pursuant to Section 25 of this Schedule 2 [General Conditions] and any part or component of the Work is re-performed, repaired or replaced, a new Warranty Period will commence for such re-performed, repaired or replaced Work from the date such re-performed, repaired or replaced Work is completed, unless such warranty work required only minor adjustment to and not replacement of a piece of equipment or a component; and
- (b) a separate warranty period will apply in respect of the Hydro-Mechanical Equipment that will commence on the date the applicable Hydro-Mechanical Equipment is put into service, and will expire on the Milestone Date for Milestone M3.5.

25.4 Assignment

Without limiting the generalities of Section 25.1, Section 25.2 or Section 25.3 of this Schedule 2 [General Conditions], the Contractor will assign to BC Hydro the guarantees and warranties (such that they may be enforceable directly by BC Hydro) provided by Subcontractors and other Persons engaged by or through Subcontractors and who perform Work for or on behalf of the Contractor.

25.5 Defects

If defects are discovered in the Work during the Warranty Period, including in any equipment and materials incorporated into the Work, then the Contractor will correct the defect or replace the equipment and materials promptly upon notification or instruction by Hydro's Representative. The Contractor will be responsible for all costs associated with such repairs and replacements and will indemnify and save harmless the Indemnified Parties from any resulting damages. Other work removed or damaged due to such defects, or in making good such defects will also be made good by the Contractor without additional payment by BC Hydro.

25.6 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time, then a date may be fixed by Hydro's Representative on or by which the defect or damage is to be remedied. The Contractor will be given reasonable written notice of this date. If the Contractor fails to remedy the defect or damage by such date and the remedial work was to be executed at the cost of the Contractor under Section 25 of this Schedule 2 [General Conditions], then BC Hydro may, at its option:

- (a) carry out the work using BC Hydro's own forces or other contractors, in a reasonable manner and at the Contractor's sole cost and risk. The Contractor will pay to BC Hydro, within 30 days after receipt of an invoice, the costs reasonably incurred by BC Hydro in remedying the defect or damage;
- (b) require Hydro's Representative to determine a reasonable reduction in the Contract Price; or
- (c) if the defect or damage deprives BC Hydro of substantially the whole benefit of the Work or any major part of the Work, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any of its other rights and remedies under the Contract or otherwise, BC Hydro will then be entitled to recover all sums paid for the Work or for such part (as the case may be), plus financing costs and the cost of dismantling such Work or

part, clearing the Contractor's Work Areas and returning equipment and materials to the Contractor.

25.7 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and Hydro's Representative gives its written consent, then the Contractor may remove from the Site for the purposes of repair such portions of the Work as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Bond by the full replacement cost of these items, or to provide other appropriate security.

26 COMPLIANCE WITH LAWS

26.1 Compliance with Laws

The Contractor, its employees and agents and the Subcontractors, and their employees and agents will be fully knowledgeable of and comply with all Laws.

26.2 Change of Law

If any Law that is directly applicable to the design or the manner of the performance of the Work is amended after the submission of price proposals pursuant to the execution of the Contract and before Total Completion, and such amendment unavoidably results in a material increase or decrease in the costs incurred by the Contractor to perform the Work, then such amendment will entitle the parties to claim a Change. If the Contractor is claiming a Change, it will do so pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of such amendment, or, in any event, promptly after the date when the Contractor should reasonably have become aware of such amendment.

27 PRIVACY

27.1 Compliance with FOIPPA

BC Hydro is subject to FOIPPA and, accordingly, in order for BC Hydro to comply with the requirements of FOIPPA, the Contractor will, prior to or at the same time as providing BC Hydro or Hydro's Representative with copies of, or access to copies of, any records containing Personal Information of the Contractor's or any Subcontractor's employees, obtain and provide to Hydro's Representative the written consent of each affected individual to the indirect collection of his or her Personal Information by BC Hydro, such consents to be in a form specified by BC Hydro.

27.2 Privacy Protection

To the extent the Contractor has access to, whether direct, indirect or incidental, or the opportunity to access, any Personal Information, the Contractor will inform all of its personnel and Subcontractors having access to any Personal Information in the course of performing the Work of the confidential nature of the Personal Information and will ensure that its personnel and Subcontractors maintain the confidentiality of the Personal Information in accordance with the terms of Schedule 17 [Privacy Protection]. BC Hydro and the Contractor will have the respective rights and obligations applicable to each of them as provided in Schedule 17 [Privacy Protection] and Section 20 of this Schedule 2 [General Conditions] will not apply in respect of any such Personal Information.

27.3 Default

The Contractor's failure to comply with its obligations under Section 27 of this Schedule 2 [General Conditions] will be deemed to be a default under the Contract to which the provisions of Section 15.1 of this Schedule 2 [General Conditions] will apply.

27.4 Visual Records of the Performance of the Work

BC Hydro anticipates that it will make a visual recording of some aspects of the performance of the Work. The Contractor will as part of the Work assist in the preparation of any privacy impact assessment as may be required by Law for the implementation of a recording program, and will comply with any requirements in relation to the assessment.

28 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

28.1 Contractor's Corporate Representations and Warranties

The Contractor hereby covenants with, and represents and warrants to BC Hydro that, as of the Effective Date, the following representations and warranties are true:

- (a) that unless otherwise disclosed to BC Hydro in writing before the Effective Date and agreed by BC Hydro in writing, the Contractor's performance of the Work will not create any conflict of interest in relation to any services provided by the Contractor to any other party prior to, during or subsequent to Total Completion;
- (b) it is an entity duly created and organized, validly subsisting and in good standing under the Laws of the jurisdiction of its creation and is validly subsisting or registered and in good standing under the Laws of the jurisdiction in which the performance of the Work will be performed, and, if different, where the Site is located, and has all requisite power and authority to execute, deliver and perform its obligations under the Contract; and
- (c) the Contract has been duly authorized, executed, and delivered by the Contractor and constitutes a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

28.2 Contractor's Performance Representations and Warranties

The Contractor acknowledges that BC Hydro is relying on the Contractor's skill, knowledge and expertise in performing the Work in accordance with the Contract Documents. The Contractor hereby represents and warrants, with respect to the Work performed by the Contractor and the Subcontractors, that:

- (a) the Contractor and the Subcontractors have the necessary qualified personnel, with the skills and expertise, to perform and to complete the Work and are experienced, ready and willing to perform the Work in accordance with the Contract Documents; and
- (b) the Contractor has, or will obtain, all required permits, including all Permits (except for Project Related Permits), licenses and authorizations necessary to carry on its business and to be obtained by it to perform the Work.

29 INTELLECTUAL PROPERTY

29.1 Grant of License

The Contractor hereby grants to BC Hydro an irrevocable, perpetual, nonexclusive, fee-free, royalty-free, assignable license with respect to any patent or intellectual, proprietary or industrial property rights owned

by, controlled by, licensed to or used by the Contractor to the extent such patent or intellectual, proprietary or industrial property rights are incorporated into the Work. Such license grants to BC Hydro the right to use and allow other contractors to use such patent or intellectual, proprietary or industrial property rights solely in connection with the operation, maintenance, repair or alteration of the Work or any part of the Work.

29.2 Third Party Intellectual Property

The Contractor will make each third party with whom it deals and who may be affected by Section 29.1 of this Schedule 2 [General Conditions] aware of Section 29.1 of this Schedule 2 [General Conditions] and will cause each such third party to comply with such provision so as to enable the Contractor to fulfill its obligations under such provision, prior to or upon entering into any contract or agreement with such third party.

29.3 Intellectual Property Royalties and Patent Fees

The Contractor will be solely responsible for and will pay all royalties, patent fees, license fees and other charges payable for any intellectual property incorporated in the items or things furnished by or on behalf of the Contractor in connection with the Project or the Work.

29.4 Moral Rights

The Contractor waives in favour of BC Hydro all moral rights, and will cause all of the Contractor's personnel, Subcontractors and their personnel working on the performance of the Work to waive in favour of BC Hydro all such rights in and to any intellectual property incorporated into the Work. The Contractor will have each of its personnel or any third persons engaged in the performance of the Work do all such other things and execute all such documents as reasonably requested by Hydro's Representative in writing in order to confirm or give effect to any of the matters described in this Section 29.4.

30 MISCELLANEOUS

30.1 International Sale of Goods

The parties expressly agree that the *United Nations Convention on Contracts for the International Sale of Goods* does not and will not apply to the Contract.

30.2 Contractor's Duty to Mitigate

In all cases where the Contractor is entitled to receive from BC Hydro any additional compensation, damages, or extensions of time for the performance of the Work, the Contractor will use both all commercially reasonable efforts and all due diligence to mitigate and reduce the amount required under the Contract to be paid by BC Hydro to the Contractor or the amount of the extension of the time for the performance of the Work. Upon request from BC Hydro, the Contractor will promptly submit a detailed description, supported by all such documentation as BC Hydro may reasonably require, of the measures and steps taken by the Contractor to mitigate and meet its obligations under this Section 30.2. This obligation will be taken into account in the determination of the Contractor's entitlement to an extension of time for the performance of the Work and reimbursement of costs or both.

30.3 BC Hydro's Duty to Mitigate

In all cases where BC Hydro entitled to receive from the Contractor any compensation, costs or damages, but not in any other case, BC Hydro will use all commercially reasonable efforts to mitigate such amount required to be paid by the Contractor to BC Hydro under this Contract, provided that such obligation will not require BC Hydro to:

- (a) take any action which is contrary to the public interest, as determined by BC Hydro in its discretion;
- (b) take any action which is contrary to BC Hydro's interest as an electric utility;
- (c) undertake any mitigation measure that might be available arising out of its status as a statutory body, but which measure would not normally be available to a private commercial party; or
- (d) alter the amount of any deductions it is entitled to make in accordance with Schedule 11 [Prices and Payment].

30.4 Severability

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

30.5 Joint and Several Liability

Where the Contractor is a joint venture, partnership or consortium:

- (a) each member of such entity agrees to be jointly and severally liable for the obligations of the Contractor; and
- (b) the Contractor will not change its composition or legal status without the prior written consent of BC Hydro.

Notwithstanding that the Contractor is a general partnership, the Contractor acknowledges and agrees that BC Hydro has and will have the right to enforce the Contract and all obligations of the Contractor directly against any of the partners forming the Contractor, and such partners will be fully responsible for the Contractor's duties, obligations and responsibilities under the Contract to perform the Work in accordance with all requirements of the Contract Documents.

30.6 Independent Contractor

The relationship between BC Hydro and the Contractor under the Contract is that of the Contractor being an independent contractor, notwithstanding any other provision in the Contract or anything arising out of the actions of the parties. BC Hydro and the Contractor expressly deny that it is their intention to create any partnership, joint venture, agency, employment or other relationship. Unless otherwise agreed in writing, the Contractor is not the agent of BC Hydro in any capacity whatsoever under the Contract, and has no authority to act as an agent of BC Hydro.

30.7 Third Persons

Except as expressly set out otherwise in the Contract Documents, nothing in the Contract, expressed or implied, is intended or will be construed to confer upon or to give any Person which is not a party to the Contract any rights or remedies under or by reason of the Contract.

30.8 Attornment

Subject to Schedule 14 [Dispute Resolution Procedure], for the purposes of any legal actions or proceedings brought by any party against the other party, the parties hereby irrevocably accept and submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge such courts' 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.

30.9 Rights and Remedies Cumulative

All rights and remedies under the Contract (other than those which are expressly specified in the Contract Documents as exclusive rights and remedies) are cumulative and are in addition to and not in substitution for any other rights or remedies available under the Contract or Laws or at equity.

30.10 Survival

All representations and warranties of the Contractor to BC Hydro and all provisions of:

- (a) Section 15.3 of this Schedule 2 [General Conditions];
- (b) Section 15.4 of this Schedule 2 [General Conditions];
- (c) Section 20 of this Schedule 2 [General Conditions];
- (d) Section 21 of this Schedule 2 [General Conditions];
- (e) Section 23 of this Schedule 2 [General Conditions];
- (f) each other provision of the Contract providing for indemnification of a party by the other party;
- (g) Section 25 of this Schedule 2 [General Conditions];
- (h) Section 29 of this Schedule 2 [General Conditions];
- (i) Section 30 of this Schedule 2 [General Conditions];
- (j) Schedule 15 [Records]; and
- (k) each other provision of the Contract which, in accordance with its terms, expressly survives the termination, suspension, cancellation, completion or expiration of the Contract,

including each other provision necessary for the interpretation or enforcement of such provisions, will continue as valid and enforceable obligations of the parties notwithstanding any termination, suspension, cancellation, completion or expiration of the Contract.

MAIN CIVIL WORKS CONTRACT

APPENDIX 2-1

DESIGN-BUILD REVIEW PROCESS

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MAIN CIVIL WORKS CONTRACT

APPENDIX 2-1

DESIGN-BUILD REVIEW PROCESS

1 INTERPRETATION

1.1 Definitions

In this Appendix 2-1 [Design-Build Review Process], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Construction Documents Phase**” has the meaning set out in Section 2.4 of this Appendix 2-1 [Design-Build Review Process];

“**Design Development Phase**” has the meaning set out in Section 2.3 of this Appendix 2-1 [Design-Build Review Process]; and

“**Schematic Design Phase**” has the meaning set out in Section 2.2 of this Appendix 2-1 [Design-Build Review Process].

2 DESIGN REVIEW

2.1 Progressive Design Development

The Contractor will undertake the design in phases progressively, with each phase capturing the information and detail of a previous phase, as set out in this Appendix 2-1 [Design-Build Review Process].

2.2 Schematic Design Phase

The schematic design phase (the “**Schematic Design Phase**”) will be the preparation of supplemental information not included in Schedule 6 [Specifications and Drawings] and the development of drawings and other documents, illustrating the intended design of the relevant portion of the Design-Build Work, in sufficient detail to describe how all the parts of such Design-Build Work relate to each other and the balance of the Work.

The Contractor will submit all Schematic Design Phase documentation applicable to a component of the Work for Review, and will not begin the Design Development Phase for such component until all such documentation has been endorsed Accepted, except as otherwise may be agreed to in writing by BC Hydro.

2.3 Design Development Phase

The design development phase (the “**Design Development Phase**”) will include the preparation of drawings, specifications and other documents to fully describe the relevant portion of the Design-Build Work, and will include:

- (a) more detail to the information provided in the Schematic Design Phase described in Section 2.2 of this Appendix 2-1 [Design-Build Review Process]; and
- (b) all design assumptions.

The Contractor will submit all Design Development Phase documentation for Review, and will not begin the Construction Documents Phase until all such documentation has been endorsed Accepted, except as otherwise may be agreed to in writing by BC Hydro.

2.4 Construction Documents Phase

The construction documents phase (the “**Construction Documents Phase**”) will include the preparation of Construction documents consisting of drawings and specifications describing in detail the requirements for the Construction of the relevant portion of the Design-Build Work. For each element or component of the relevant portion of the Design-Build Work drawings and other design information will be delivered to BC Hydro at:

- (a) 50% design completion; and
- (b) 95% design completion,

in accordance with the Submittal Schedule, in a timely way in advance of Construction with sufficient detail to permit BC Hydro to understand and assess the Design-Build design.

If the Contractor intends to proceed with Construction of a portion of the Design-Build Work in advance of the completion of the design of other parts of the Design-Build Work then the Contractor will deliver the 50% and 100% Construction documents for that portion (with sufficient accompanying detail to permit BC Hydro to understand and assess the design of that portion) in advance of the design documents for remainder of the Design-Build Work.

2.5 Required Level of Detail

In each phase the Contractor will provide to BC Hydro the level of detail and documentation that BC Hydro would customarily receive or expect to receive in accordance with Good Industry Practice, including (as applicable to a particular phase):

- (a) dimensioned plans;
- (b) written reports detailing and describing the manner in which the requirements of the Contract Documents have been taken into account in the design.

This Section does not limit the Contractor’s obligation to comply with all requirements of the Contract Documents.

2.6 Design Change

The following will apply to BC Hydro’s requests for amendments to the design of the Design-Build Work:

- (a) revisions to drawings, specifications, equipment and additional design requested by BC Hydro under the processes described in this Appendix 2-1 [Design-Build Review Process] and in Schedule 5 [Submittal Procedure] are not Changes and will be completed at the Contractor’s cost (except to the extent that any such requested revision would constitute a material change to a provision of Schedule 6 [Specifications and Drawings] in which event the terms of Schedule 12 [Changes] will apply and such revision will not be implemented except under a Change Order or Change Directive issued by BC Hydro); and
- (b) if and to the extent BC Hydro requires a variation of any design described endorsed Accepted (other than a variation required to bring the design into conformity with this Contract) then such variation will be a Change and the terms of Schedule 12 [Changes] will apply.

2.7 Ownership of Design

With respect to ownership and property rights relating to the design, and subject to any express provisions as may be included in this Contract BC Hydro will own all rights and interest relating to any design prepared by the Contractor with respect to the Design-Build Work.

MAIN CIVIL WORKS CONTRACT

APPENDIX 2-7

LEAVE TO COMMENCE

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MAIN CIVIL WORKS CONTRACT

APPENDIX 2-7

LEAVE TO COMMENCE

1 INTERPRETATION

1.1 Definitions

In this Appendix 2-7 [Leave to Commence], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation] and Schedule 2 [General Conditions]:

“**Component Authorization**” has the meaning set out in Section 4.3 of this Appendix 2-7 [Leave to Commence];

“**Construction Engineer**” is the person referred to in Exhibit 2-7-1 [Guide for Waterpower Projects – Scope of Information and Reports by the Independent Engineer];

“**Design Engineer**” has the meaning set out in Exhibit 2-7-1 [Guide for Waterpower Projects – Scope of Information and Reports by the Independent Engineer];

“**Engineer**” has the meaning set out in the *Water Act* (British Columbia);

“**Environmental Monitor**”, for the purposes of this Appendix 2-7 [Leave to Commence] only, has the meaning set out in Section 2.2(b) of this Appendix 2-7 [Leave to Commence];

“**Independent Engineer**” has the meaning set out in Section 2.2(a) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction**” has the meaning set out in Section 3.1 of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #1**” has the meaning set out in Section 3.3(a) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #2**” has the meaning set out in Section 3.3(b) of this Appendix 2-7 [Leave to Commence]; and

“**Leave to Commence Construction #3**” has the meaning set out in Section 3.3(c) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #4**” has the meaning set out in Section 3.3(d) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #5**” has the meaning set out in Section 3.3(e) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #6**” has the meaning set out in Section 3.3(f) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #7**” has the meaning set out in Section 3.3(g) of this Appendix 2-7 [Leave to Commence];

“Leave to Commence Construction #8” has the meaning set out in Section 3.3(h) of this Appendix 2-7 [Leave to Commence];

“Proper Documentation” means for the purposes of this Appendix 2-7 [Leave to Commence] all the documents, including drawings, design information, work plans, safety plans, Environmental Protection Plans and other information requested and required by the Independent Engineer and the Environmental Monitor with respect to, or to be included with, an application for a specific Leave to Commence Construction, each of which document has been prepared in accordance with Good Industry Practice and as applicable been endorsed Accepted by Hydro’s Representative as may be required by the Contract Documents; and

“Water Licence” has the meaning set out in Section 2.1 of this Appendix 2-7 [Leave to Commence].

2 WATER ACT REQUIREMENTS

2.1 Water Licence Approvals

BC Hydro will obtain, in BC Hydro’s name, ‘Water Licences’ for the Project under the *Water Act* (British Columbia), as required for the construction and operation of the Project, including the performance of the Work (each a **“Water Licence”**). BC Hydro will provide copies of the Water Licences to the Contractor as they are obtained.

Water Licences are in addition to other Permits, such as authorizations required under the *Fisheries Act* (Canada) and the *Navigation Protection Act* (Canada).

2.2 Independent Engineer and Environmental Monitor Under Water Act

BC Hydro anticipates that the terms of the Water Licences will include the requirements that BC Hydro:

- (a) retain an independent Professional Engineer to provide services to the Engineer for the regulation of construction of the Work covered by the Water Licences (the **“Independent Engineer”**); and
- (b) retain a person with professional qualifications to monitor the environmental impacts from the construction of the Work covered by the Water Licences (the **“Environmental Monitor”**).

BC Hydro also anticipates that attached to a Water Licence will be an outline of the scope of responsibilities and duties of each of the Independent Engineer and the Environmental Monitor that will generally be as listed in Exhibit 2-7-1 [Guide for Waterpower Projects – Scope of Information and Reports by the Independent Engineer] and Exhibit 2-7-2 [Guide for Waterpower Projects – Scope of Information and Reports by the Environmental Monitor], which are included as indicative only. The information regarding the Independent Engineer and the Environmental Monitor as included in the issued Water Licence may be different than as set out in these Exhibits.

2.3 Contractor’s Obligations

The Contractor will, as part of the Work, cooperate with BC Hydro, the Independent Engineer and the Environmental Monitor and will provide all information, including Environmental Protection Plans, monitoring reports, schedules and other Submittals, as required and requested by BC Hydro, the Independent Engineer or the Environmental Monitor, so that BC Hydro is able to obtain all of the required Water Licences, and as required for BC Hydro, the Independent Engineer and the Environmental Monitor to perform their obligations and duties as provided under the Water Licences, including:

- (a) providing Work plans, details and designs for the Design-Build Work, a Work Program and Schedule covering the applicable Work and other information; and

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- (b) making lead personnel of the Contractor available for discussions during periodic site visits by the Independent Engineer, and provide information as may be requested by the Independent Engineer or the Environmental Monitor.

Nothing in this Section 2.3 will relieve the Contractor of its obligation to prepare applications for and to obtain those Permits required under the Contract to be obtained by the Contractor, or that may be required to be obtained by the Contractor in accordance with Laws, prior to commencing the part of the Work covered by such Permits; or to comply with the terms and conditions of any Permits required for the Project.

The Engineer may request personnel from Governmental Authorities to visit the Site from time to time to review the progress of the Work. The Contractor and BC Hydro will meet with such personnel to discuss the progress of the Work and any issues arising from the visit to Site, and the Contractor will ensure that none of the Contractor's personnel meet or have discussions with the personnel from such Governmental Authorities except in the presence of BC Hydro.

3 LEAVES TO COMMENCE CONSTRUCTION

3.1 Division of Work into Leaves to Commence Construction

Construction of the Work will be divided into parts for the purpose of the Water Licences, and a separate Leave to Commence Construction (each a "**Leave to Commence Construction**") will be required for each part. Prior to the Engineer issuing a Leave to Commence Construction for any part of the Work, the Engineer must be satisfied that the requirements of the Water Licence that apply to that part of the Work are satisfied.

No construction may be commenced of Work that will be covered by a Leave to Commence Construction prior to the issuance of the Leave to Commence Construction covering such Work.

3.2 Coordination Meeting

The Contractor will, on invitation from BC Hydro, attend a coordination meeting(s), to be held as soon as practicable after the Effective Date, among the Design Engineer(s), the Construction Engineer, BC Hydro, the Contractor, the Independent Engineer and the Environmental Monitor. At that meeting:

- (a) the Design Engineer(s) will present an overview of the design for the Project, and the anticipated schedule for the submittal of the plans and criteria for review by the Independent Engineer;
- (b) the Construction Engineer will present an overview of the Contractor's proposed construction plan and schedule, including the sequencing of the Work, the scope of each Leave to Commence Construction, any requests to divide a Leave to Commence Construction into smaller components; and
- (c) the Independent Engineer will give a preliminary indication of the types of Submittals that the Independent Engineer will require for review as a condition of issuing the Leave to Commence Construction.

3.3 Description of Anticipated Leaves to Commence Construction

The actual scope of each Leave to Commence Construction will be identified by the Independent Engineer, in discussions with BC Hydro and the Contractor. The Independent Engineer will recommend to the Engineer the actual number of Leaves to Commence Construction and the parts of the Work to be included in each Leave to Commence Construction. It is anticipated that the scope of the Work will be divided into the following Leaves to Commence Construction:

- (a) construction of Right Bank Drainage Tunnel, Diversion Inlet Cofferdam, and Diversion Outlet Cofferdam, RSEM Area R5b, and Moberly River Construction Bridge (“**Leave to Commence Construction #1**”);
- (b) construction of all Left Bank parts of the Work prior to river diversion, including the Left Bank Excavation, Diversion Tunnel Portals, Diversion Tunnels, RSEM Areas L5 and L6, Left Bank Stage 1 Cofferdam, Left Bank Core Trench Excavation, Drilling and Grouting, Left Bank Drainage Adit and backfilling of test chamber and Left Bank Exploratory Adits, but excluding construction of the Earthfill Dam (“**Leave to Commence Construction #2**”);
- (c) construction of Right Bank parts of the Work prior to river diversion, including the Approach Channel Excavation, RCC Buttress Excavation, Right Bank Stage 1 Cofferdam, Right Bank Core Trench Excavation, Drilling and Grouting, RSEM Areas R5a and R6, backfilling of Right Bank Exploratory Adits, but excluding construction of the Earthfill Dam and construction of the RCC Buttress (“**Leave to Commence Construction #3**”);
- (d) construction of the RCC Buttress, including the Dam and Core Buttress, Powerhouse Buttress and Spillway Buttress (“**Leave to Commence Construction #4**”);
- (e) construction of the Earthfill Dam, including the Left Bank, Right Bank and centre sections, and construction of the Approach Channel lining, including all Fill Construction, Geomembrane and MSE Walls (“**Leave to Commence Construction #5**”);
- (f) construction of Stage 2 Cofferdams and diversion of the Peace River, including removal of the Diversion Tunnel Inlet and Outlet Cofferdams, construction of the Stage 2 Upstream and Downstream Closure Cofferdams, excavation of the centre section of the core trench and Drilling and Grouting (“**Leave to Commence Construction #6**”);
- (g) construction of the Spillway and Generating Station, including intake structures, gated and free crest spillways, stilling basin, penstocks and powerhouse (“**Leave to Commence Construction #7**”); and
- (h) reservoir filling, including: Tunnel Conversion; reopening the converted Diversion Tunnel; closing the other Diversion Tunnel and undertaking reservoir filling in accordance with the reservoir filling plan (“**Leave to Commence Construction #8**”).

The Contractor may request the approval of the Independent Engineer and Hydro’s Representative to amend the scope of any of the Leaves to Commence Construction to better suit the Contractor’s plan for the performance of the Work.

4 APPLICATION FOR LEAVES TO COMMENCE CONSTRUCTION

4.1 General Submission Requirements for Leaves to Commence Construction

After the coordination meeting described in Section 3.2 of this Appendix 2-7 [Leave to Commence], and after review of the information submitted at that meeting, BC Hydro anticipates receiving a preliminary list of the Submittals that the Independent Engineer will wish to review for:

- (a) the preparation of the recommendation report for each Leave to Commence Construction; and
- (b) the preparation of the recommendation report and letter consenting to commencement of construction of each part of the Work on Site.

All drawings, calculations, design criteria, design descriptions and other submittals required by the Independent Engineer for review, will be signed and sealed by the Design Engineer responsible for the applicable design.

BC Hydro anticipates that the Independent Engineer will require the following Submittals be submitted for each of the Leave to Commence Construction listed in Section 3.1 of this Appendix 2-7 [Leave to Commence]:

Leave to Commence	Submittals
Leave to Commence Construction #1	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Design of Diversion Inlet and Diversion Outlet Cofferdam and the Moberly River Construction Bridge.
Leave to Commence Construction #2	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Stage 1 Cofferdam design, monitoring and emergency management plan for work behind Cofferdams, RSEM development and management plan.
Leave to Commence Construction #3	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Stage 1 Cofferdam design, monitoring and emergency management plan for work behind Cofferdams, excavation and monitoring plan for Approach Channel and RCC Buttress excavations.
Leave to Commence Construction #4	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Foundation surface preparation plan, materials sourcing plan.
Leave to Commence Construction #5	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Materials sourcing plan, foundation grouting plan, foundation surface preparation plan, plans for removal of portions of Stage 1 Cofferdams.
Leave to Commence Construction #6	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Stage 2 Cofferdam design, dam safety monitoring and emergency management plans.
Leave to Commence Construction #7	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Construction interface management plan for MCW and GSS contracts; spillway and low level outlet gates designs.
Leave to Commence Construction #8	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Diversion Tunnel conversion plan, reservoir filling plan, reservoir shoreline monitoring plan.

4.2 Requirements of the Technical Specifications for the Leaves to Commence Construction

The Technical Specifications set out Submittal requirements and the following is a list of Submittals that are related to the Leaves for Commencement of Construction, and that will be required by BC Hydro as part of an application for a Leave to Commence Construction. (This list is given for convenience of reference only and will not be interpreted as amending the requirements of the Technical Specifications.)

	Submittal	
	Description	Specification Reference
Leave to Commence 1:		
Right Bank Drainage Tunnel	<ol style="list-style-type: none"> 1. Proposed excavation procedures 2. Dewatering Work 3. Care of Water Inspection and Test Plan 	<ol style="list-style-type: none"> 1. 31 23 50 Clause 1.4.1 2. 31 80 00 Clause 1.3.1 3. 31 80 00 Clause 1.3.2
Diversion Inlet Cofferdam	Design package and work plan	13 30 00 Clause 1.4.1.2
Diversion Outlet Cofferdam	Design package and work plan	13 30 00 Clause 1.4.1.2
RSEM Area R5b	Specific to Area R5b: <ol style="list-style-type: none"> 1. RSEM and Water Management Work Plan 2. RSEM and Water Management Inspection and Test Plan 3. Drawings and specifications 	<ol style="list-style-type: none"> 1. 13 40 00 Clause 1.4.1.2 and Clause 1.4.1.3 2. 13 40 00 Clause 1.4.1.4 3. 13 40 00 Clause 1.4.2
Moberly River Construction Bridge	Design package	34 99 00 Clause 1.4.1
Leave to Commence 2:		
Left Bank Excavation, Left Bank Core Trench Excavation and Diversion Tunnel Portals	<ol style="list-style-type: none"> 1. Qualifications of Professional Engineer responsible for design of slopes by Contractor 2. Blasting specialist 3. Preliminary work plan 4. Proposed methods for Foundation Preparation and Foundation Protection 5. Dewatering Work 6. Care of Water Inspection and Test Plan 	<ol style="list-style-type: none"> 1. 31 23 00 Clause 1.4.1 2. 31 23 00 Clause 1.4.4.1 3. 31 23 00 Clauses 1.4.4.3.1, 1.4.4.3.2 and 1.4.4.3.3 4. This is information required prior to and in addition to the Submittals listed in 31 60 00 which can come later in accordance with the Specification 5. 31 80 00 Clause 1.3.1 6. 31 80 00 Clause 1.3.2
Drilling, Grouting and Drainage	Partial draft of the Drilling and Grouting Plan	31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7
Diversion Tunnel and Left Bank Drainage Tunnel	<ol style="list-style-type: none"> 1. Proposed excavation procedures 2. Dewatering Work 3. Care of Water Inspection and Test Plan 	<ol style="list-style-type: none"> 1. 31 23 50 Clause 1.4.1 2. 31 80 00 Clause 1.3.1 3. 31 80 00 Clause 1.3.2

RSEM Areas L5 and L6	Specific to Area L5 and L6: 1. RSEM and Water Management Work Plan 2. RSEM and Water Management Inspection and Test Plan 3. Drawings and specifications	1. 13 40 00 Clause 1.4.1.2 and Clause 1.4.1.3 2. 13 40 00 Clause 1.4.1.4 3. 13 40 00 Clause 1.4.2
Left Bank Stage 1 Cofferdams	Design package and work plan	13 30 00 Clause 1.4.1.2
Backfilling adits and test chamber	1. Inspection and Test Plan 2. Conceptual Exploratory Adit Backfill Plan	1. 31 40 01 Clause 1.4.1 2. 31 40 01 Clause 1.4.2
Leave to Commence 3:		
Approach Channel Excavation and RCC Buttress excavation	1. Qualifications of Professional Engineer responsible for design of slopes by Contractor 2. Blasting specialist 3. Preliminary work plan 4. Instrumentation Subcontractor 5. Schedule of instrumentation installation for the excavations 6. Work plan for instrumentation installation for the excavations 7. Proposed methods for Foundation Preparation and Foundation Protection 8. Dewatering Work 9. Care of Water Inspection and Test Plan	1. 31 23 00 Clause 1.4.1 2. 31 23 00 Clause 1.4.4.1 3. 31 23 00 Clauses 1.4.4.3.1, 1.4.4.3.2 and 1.4.4.3.3 4. 13 50 00 Clause 1.5.1 5. 13 50 00 Clause 1.5.2 6. 13 50 00 Clause 1.5.3 7. This is information required prior to and in addition to the Submittals listed in 31 60 00 which can come later in accordance with the Specification 8. 31 80 00 Clause 1.3.1 9. 31 80 00 Clause 1.3.2
Right Bank Stage 1 Cofferdam	Design package and work plan	13 30 00 Clause 1.4.1.2
Drilling, Grouting and Drainage	Partial draft of the Drilling and Grouting Plan	31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7
RSEM Areas R5a and R6	Specific to Area R5a and R6: 1. RSEM and Water Management Work Plan 2. RSEM and Water Management Inspection and Test Plan 3. Drawings and specifications	1. 13 40 00 Clause 1.4.1.2 and Clause 1.4.1.3 2. 13 40 00 Clause 1.4.1.4 3. 13 40 00 Clause 1.4.2
Backfilling Right Bank adits	1. Inspection and Test Plan 2. Conceptual Exploratory Adit Backfill Plan	1. 31 40 01 Clause 1.4.1 2. 31 40 01 Clause 1.4.2

Leave To Commence 4:		
RCC Buttress	No Contractor submittals anticipated other than the general requirements for EPPs, schedules work plans etc.	
Leave to Commence #5:		
Earthfill Dam and remainder of Approach Channel	<ol style="list-style-type: none"> 1. Geomembrane information 2. Partial draft of the Drilling and Grouting Plan 3. Method statement for Fill Construction 	<ol style="list-style-type: none"> 1. 31 32 20 Clauses 1.4.3.1 through 1.4.3.6 2. 31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7 3. 31 70 00 Clause 1.4.1
Leave to Commence #6:		
Stage 2 Cofferdams	<ol style="list-style-type: none"> 1. Design package and Work Plan for Stage 2 Cofferdams 2. Design package and Work Plan for River Closure 3. Cofferdam Maintenance and Surveillance Plan 4. Qualifications of Professional Engineers 	<ol style="list-style-type: none"> 1. 13 30 00 Clause 1.4.1.3 2. 13 30 00 Clause 1.4.1.4 3. 13 30 00 Clause 1.4.5 4. 13 30 00 Clause 1.4.11
Core Trench excavation	<ol style="list-style-type: none"> 1. Blasting specialist 2. Preliminary work plan 3. Proposed methods for Foundation Preparation and Foundation Protection 4. Dewatering Work 5. Care of Water Inspection and Test Plan 	<ol style="list-style-type: none"> 1. 31 23 00 Clause 1.4.4.1 2. 31 23 00 Clauses 1.4.4.3.1, 1.4.4.3.2 and 1.4.4.3.3 3. This is information required prior to and in addition to the Submittals listed in 31 60 00 which can come later in accordance with the Specification 4. 31 80 00 Clause 1.3.1 5. 31 80 00 Clause 1.3.2
Drilling, Grouting and Drainage	Partial draft of the Drilling and Grouting Plan	31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7
Leave to Commence #7:		
Generating Station and Spillways	No MCW submittals anticipated as this work is not in MCW scope.	

Leave to Commence #8:		
Diversion Tunnel closure	<ol style="list-style-type: none"> 1. Work plan for Reservoir Filling 2. Work plan for Tunnel Conversion 3. Work plan for backfilling Diversion Tunnels 	<ol style="list-style-type: none"> 1. 13 30 00 Clause 1.4.7 2. 13 30 00 Clause 1.4.8 3. 13 30 00 Clause 1.4.9
Diversion Closure Cofferdam	Design package and Work Plan	13 30 00 Clause 1.4.1.5

4.3 Components of Leaves to Commence Construction

With the written consent of the Engineer and the Independent Engineer, component authorizations (each a “**Component Authorization**”) under a Leave to Commence Construction may be approved. The Contractor may request approval of a Component Authorization if there are schedule advantages.

5 TARGET DATES FOR ISSUANCE OF LEAVES TO COMMENCE CONSTRUCTION

5.1 Complete Application

BC Hydro will not apply for a Leave to Commence Construction until after:

- (a) all authorizations required to be obtained by the Contractor for the parts of the Work covered by the Leave to Commence Construction have been obtained by the Contractor and copies of those authorizations have been submitted to BC Hydro; and
- (b) the Contractor has submitted all Proper Documentation applicable to the Leave to Commence Construction to the satisfaction of the Independent Engineer.

5.2 Target Dates

The following will apply with respect to the dates for receipt of a Leave to Commence Construction:

- (a) BC Hydro will obtain Leave to Commence Construction #1 by April 1, 2016, provided that the Contractor has submitted the Proper Documentation required for the application for Leave to Commence Construction #1 to BC Hydro and the Independent Engineer on or before January 15, 2016; and
- (b) BC Hydro will obtain each subsequent Leave to Commence Construction within 75 calendar days of delivery to the Independent Engineer of the relevant Proper Documentation.

5.3 On-Going Cooperation

As Work proceeds, the Independent Engineer and the Environmental Monitor may:

- (a) identify additional Submittals that the Independent Engineer will require for review; and
- (b) request additional coordination meetings at Site with the Design Engineer(s), the Construction Engineer, BC Hydro, the Environmental Monitor and the Contractor

and the Contractor will cooperate to provide such information and attend additional meetings.

The Engineer may not be satisfied with an application for Leave to Commence Construction, or a Component Authorization, notwithstanding the review of the Contractor's Submittals by BC Hydro and the Independent Engineer. The Contractor will provide any and all additional documents, data and information requested by the Engineer which may be required before the Engineer is prepared to grant a Leave to Commence Construction or Component Authorization.

The Contractor will fully cooperate with BC Hydro and the Independent Engineer in all aspects of the review and application process for each Leave to Commence Construction, including attending meetings with personnel from the office of the Comptroller of Water Rights and other Governmental Authorities. The Contractor will ensure that suitably qualified staff attend all such meetings as BC Hydro may require for the Contractor to properly explain the Contractor's Submittals and to support the application for the Leave to Commence Construction. At the discretion of the Engineer, such meetings may be in Victoria, Vancouver, or on Site.

EXHIBIT 2-7-1

Guide for Waterpower Projects

Scope of Information and Reports by the Independent Engineer

A. Preamble

[Name] (the “Licensee”) is proceeding with the construction of the [Name] Waterpower Project (the “Project”). The Project, located on [name of stream], is authorized by Conditional Water Licence [Number] (the “Licence”), which forms part of this document. The works of the Project are described under clause (h) of the licence.

The Licensee is required under clause (i) 1) of the Licence to retain an Independent Engineer who will provide information and reports under the direction of the Engineer under the *Water Act* (the “Engineer”) regarding the design and construction of the works. The Licensee is also required to retain an Environmental Monitor as set out in the Licence.

The information and reports to be provided by the Independent Engineer to the Engineer under the *Water Act*, and the Independent Engineer’s relationship with the Licensee, Design Engineer, Construction Engineer and Environmental Monitor are described in this document.

B. Regulation of the Construction of Works

The Engineer has the power to regulate the construction of works, which regulation may consider the following:

1. The criteria for the design and construction of works to protect the public and the environment.
2. The criteria for the operation of the works to protect the interests of licensees, riparian owners and owners of land adjacent to the works, and protect the environment from adverse effects.
3. The construction activities that may adversely affect the public, the environment and the interests of licensees, riparian owners and owners of land adjacent to the works.

If the Engineer has determined that the construction of works may be hazardous to the public and the environment, or the interests of licensees, riparian owners and owners of land adjacent to the works may be adversely affected, the Engineer may issue an order that directs the Licensee to change the manner in which the works are constructed to remove the hazard and adverse effect.

C. Information and Reports

The Licensee is required under clause (i) of the Licence to submit to the Engineer the following:

- a. plans that show the general arrangement of the works;
- b. criteria for the design of the works;
- c. criteria for the operation of the works;
- d. a schedule for the construction of the works;
- e. an environmental management plan (EMP) for the management and mitigation of construction impacts.

The Licensee is also required under clause (j) to ensure that the design drawings for the works to be constructed are signed and sealed by a professional engineer registered in the province of British Columbia (the “**Design Engineer**”).

These submissions by the licensee are the basis for the regulation of the construction of the works.

The Independent Engineer is directed to review the submissions and provide the Engineer with reports as follows:

1. Compare the plans showing the general arrangement of the works to the works described by the Licence and describe any differences.
2. Assess the criteria for the design of the works to determine if works constructed to these criteria will be a hazard to the public and the environment.
3. Assess the criteria for the operation of the works to determine if works operated to these criteria will protect the interests of licensees, riparian owners and owners of land adjacent to the works, and protect the environment from adverse impacts.
4. Assess the schedule for the construction of the works to determine if there are any practical matters in relation to the conditions in the Licence and the EMP; and the interests of the public, licensees, riparian owners and owners of land adjacent to the works that the Engineer should consider in the regulation of the works.
5. Assess the design drawings for the construction of the works to determine if they are in accordance with the criteria for the design and operation of the works, and they are signed and sealed by the Design Engineer.
6. Assess the schedule for the construction of the works and the design drawings for the construction of the works to determine the frequency of the submission by the Licensee of the reports on the progress of construction.
7. Review the reports submitted by the Licensee on the progress of the construction of the works to determine if any of the construction activities should be adjusted to reduce the future hazard posed by the works on the public and the environment.
8. Summarize any outstanding matters that would make the works a hazard to the public and the environment when the Licensee submits a schedule for testing the works.

The Independent Engineer will prepare a recommendation report for the Engineer on the review of items 1) to 4) above for the issuance of Leave to Commence Construction.

The Independent Engineer will prepare a recommendation report for the Engineer, copy to the Licensee, Design Engineer and the Construction Engineer, on the review of items 5) and 6) if the actual construction of a particular component of the project may proceed.

The Engineer may direct the Independent Engineer to provide additional information and reports as may be required for the regulation of the construction of the works.

The Independent Engineer will discuss and clarify with the Design Engineer and the Construction Engineer any matters that may need further action. If the Independent Engineer is unable to resolve such matters, the Independent Engineer must immediately notify the Engineer. The Engineer will contact the Licensee, and resolve the matter.

D. Environmental Monitor

The Licensee is required to retain a person (the “Environmental Monitor”) to observe and report on the activities of constructing the works in relation to the requirements under the environmental management plan (the “EMP”). The Independent Engineer will be provided a copy of the report by the Environmental Monitor.

The Independent Engineer will review the reports by the Environmental Monitor and advise the Engineer in a written report if the construction activities are adversely affecting the environment and the interests of licensees, riparian owners and owners of land adjacent to the works.

The Independent Engineer and the Environmental Monitor will communicate with each other during the construction of the works to coordinate their activities to provide information to the Engineer for proper regulation of the construction of the works.

E. Leave to Commence Construction

The Licensee may divide the construction of the works into phases. Before the Engineer grants leave to commence construction of any phase of the works, the Engineer must be satisfied that the Licensee has met the requirements under clause (i) of the licence.

The Independent Engineer will provide the Engineer with information and reports as set out in Section C. above for each phase in the construction of the works. The information and reports are to be provided in a timely manner in accordance with the schedule for the construction of the works.

Based on information submitted by the Independent Engineer, the Engineer may issue a leave to commence construction for a particular phase of the project, subject to the Independent Engineer reviewing design drawings and giving consent for construction to proceed.

F. Undertaking and Monitoring of Construction

The Independent Engineer will review the design drawings for the construction of the works, and prepare a report as set out in Section C before giving consent that construction may be undertaken. The Independent Engineer will identify in the report to the Engineer the components within each phase of the construction of the works that are critical for regulating the construction of the works to protect the public and the environment, and the interests of

licensees, riparian owners and owners of land adjacent to the works, and protect the environment from adverse effects. A cover letter, with a copy to the Licensee, Design Engineer and the Construction Engineer, would make recommendation if construction of that particular component of works may be undertaken, and this would be sufficient for the Construction Engineer to proceed with construction.

The Independent Engineer will schedule site inspections to verify that the conditions for the construction of the critical components are in accordance with the construction plans, and provide the Engineer with a report on the outcome of the inspection.

G. Testing the Operation

The Independent Engineer will monitor the testing of the operation of the works to determine if the operation poses a hazard to the public and the environment, and submit to the Engineer a report on the outcome of the monitoring.

H. Acceptance

The information and reports to be provided by the Independent Engineer to the Engineer as set out above is acceptable to:

Name: _____ Date: _____
Independent Engineer

AND

The Licensee agrees to retain the Independent Engineer to provide the information and reports to the Engineer as set out above.

Name: _____ Date: _____
Licensee

EXHIBIT 2-7-2

Guide for Waterpower Projects

Scope of Information and Reports by the Environmental Monitor

A. Preamble

[Name] (the "Licensee") is proceeding with the construction of the [Name] Waterpower Project (the "Project"). The Project, located on [name of stream], is authorized by Conditional Water Licence [Number] (the "Licence"), which forms part of this document. The works of the Project are described under clause (h) of the licence.

The Licensee is required under clause (i) 3) of the Licence to prepare an environmental management plan (the "EMP") for the management and mitigation of construction impacts, which plan is to be to the satisfaction of the Engineer under the *Water Act* (the "Engineer").

The Licensee is required under clause (i) 2) of the Licence to retain a person with professional qualifications (the "Environmental Monitor") who will monitor environmental impacts from the construction of works. The monitor will also provide information and reports under the direction of the Engineer on compliance of the construction with the EMP. The Licensee is also required to retain an Independent Engineer as set out in the Licence.

The EMP are the provisions that meet the collective requirements of **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer under the *Water Act* (the "Engineer") to mitigate the effects of the construction activities.

The information and reports by the Environmental Monitor will be provided to **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer. Each agency will take action on the information and reports provided by the Environmental Monitor in accordance with the jurisdiction of the agency.

B. Regulation of the Construction of Works

The Engineer has the power to regulate the construction of works, which regulation may consider the construction activities that may adversely affect the public, the environment and the interests of licensees, riparian owners and owners of land adjacent to the works.

If the Engineer has determined that the construction activities may be hazardous to the interests of licensees, riparian owners and owners of land adjacent to the works and the environment, the Engineer may issue an order that directs the Licensee to change the manner in which the works are constructed to remove the hazardous condition.

C. Information and Reports

The Environmental Monitor is responsible for observing the methods of construction and preparing information and reports on the compliance of the construction activities with the EMP.

The information and the reports to be provided by the Environmental Monitor to **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer and must include the following:

1. Review the EMP and develop a work plan that sets out the following:
 - The frequency of inspecting the construction activities.
 - The manner in which notice is to be given to the parties for a construction activity that is not in compliance with the EMP.
 - A process for escalating enforcement of compliance of construction activities with the EMP.
 - The format and frequency for the preparation of reports on the compliance of the construction activities with the EMP.
2. Reports on meetings with the Licensee and the Construction Engineer to develop a strategy to communicate to the workers on the construction site the following:
 - the requirements of the EMP,
 - the potential environmental impacts, and
 - the authority of the Environmental Monitor.
3. Reports on matters that arise during the construction and testing of the works that are not described in the EMP. If cannot be resolved by discussion with the licensee and the Construction Engineer, obtain direction from the Engineer and **(list the provincial and federal agencies that contributed to the development of the EMP)** for the mitigation of these matters.
4. Provide any other information or advice required by the Engineer and **(list the provincial and federal agencies that contributed to the development of the EMP)** that is required to ensure that the construction and commissioning of the works is in accordance with the EMP.

D. Independent Engineer

The Licensee is required under clause (i) 1) of the Licence to retain an Independent Engineer who will provide information and reports under the direction of the Engineer regarding the design and construction of the works.

The Independent Engineer and the Environmental Monitor will communicate with each other during the construction of the works to coordinate their activities to provide information to the Engineer for proper regulation of the construction of the works.

E. Delegation of Duties of Environmental Monitor

When the Environmental Monitor is unable to personally observe and report on the construction activities, the persons who have the same authority as the Environmental Monitor to observe and report on construction activities are:

- 1. Name 1
- 2. Name 2

F. Testing the Operation

When the Licensee submits a schedule for testing the operation of the works, the Environmental Monitor will inspect the site and report to **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer on any matters that would make the works a hazard to the public and the environment.

The Environmental Monitor will observe the testing of the operation of the works to determine if the operation poses a hazard to the public and the environment, and submit to the Engineer a report on the outcome of the monitoring.

G. Authority to Stop Construction Activities

The plan prepared by the Environmental Monitor for escalating the enforcement of compliance of construction activities with the EMP includes a provision that the Environmental Monitor may direct the Construction Engineer to stop a construction activity.

The authority of the Environmental Monitor to stop a construction activity pertains only to those matters under the jurisdiction of **(list the provincial and federal agencies that contributed to the development of the EMP)**.

An order to stop a construction activity that affects the interests of licensees, riparian owners and owners of land adjacent to the works may only be given by the Engineer.

H. Acceptance

The information and reports to be provided by the Environmental Monitor to the Engineer as set out above is acceptable to:

Name: _____ Date: _____
 Environmental Monitor

AND

The Licensee agrees to retain the Environmental Monitor to provide the information and reports to the Engineer set out above.

Name: _____ Date: _____
 Licensee

MAIN CIVIL WORKS CONTRACT

APPENDIX 2-8

SHAREPOINT TECHNICAL REQUIREMENTS FOR CONTRACTORS

1 TECHNICAL REQUIREMENTS

The Contractor should have Internet Explorer 8, 32-bit in order to properly use all the functionality on the Site C Document Control SharePoint site. Other browser versions may be only partially supported or not supported at all.

2 DOCUMENT LIBRARY ORGANIZATION

Within the SharePoint site, there will be one document transfer library.

3 UPLOADING TO SHAREPOINT

In uploading a Contract Record to the SharePoint site, the Contractor will:

- (a) create a document set in the document transfer library specifically for that Contract Record;
- (b) for Submittals, enter in the “Name” field for that document set the submission date for that Submittal and a reference number for that Submittal, in the format: PRH01-[five-digit sequential reference number]; and
- (c) for Administrative Correspondence, enter in the “Name” field for that document set the submission date for that Submittal and the document type of that Administrative Correspondence (e.g. letter, memo, invoice etc.), in the format: PRH01-[document type].

4 DOCUMENT NAMING

Names should be kept as short as possible, keeping in mind the 256 character (URL) limit.

Do not use the following characters anywhere in the file or folder name:

Tilde ~	Plus sign +
Angle brackets < >	Asterisk *
Number sign #	Pipe
Question mark ?	Braces { }
Percent %	Quotation mark “
Slash /	Backslash \
Ampersand &	Colon :

Do not use the period character (.) consecutively in the middle of a file name.

Do not use the period character (.) at the end of a file name.

Do not start a file name by using the period character (.).

Do not start a file or folder name using the underscore (_) character.

5 FILE SIZE LIMITATIONS

There is a maximum upload file size of 50 MB per file when using the “Explorer View” function.

There is a maximum upload file size of 2 GB per file when using the “Upload Document” function.

6 FILE TYPE LIMITATIONS

The following file extensions cannot be uploaded into a BC Hydro SharePoint library and files having any such file extensions should be submitted in accordance with Section 7 of this Appendix 2-8 [SharePoint Technical Requirements for Contractors]:

ade	cmd	hlp	lnk	mda	msp	psc1	stm
adp	cnt	hpj	mad	mde	mst	psc2	svc
app	com	hta	maf	mdt	ops	pst	url
asa	config	htr	mag	mdw	pcd	reg	vb
ashx	cpl	htw	mam	mdz	pif	rem	vbe
asmx	crt	ida	maq	msc	pl	scf	vbs
asp	cshtml	idc	mar	msh	prf	scr	ws
bas	der	idq	mas	msh1	prg	sct	wsc
bat	dll	ins	mat	msh1xml	printer	shb	wsf
cdx	exe	isp	mau	msh2	ps1	shs	wsh
cer	fxp	its	mav	msh2xml	ps1xml	shtm	
chm	gadget	jse	maw	mshxml	ps2	shtml	
class	grp	ksh	mcf	msi	ps2xml	soap	

7 ALTERNATIVE OPTIONS FOR SUBMITTING DOCUMENTS

If the files being submitted by the Contractor are not compatible with the technical specifications for the SharePoint site (e.g., too large, unsupported file format) one of the following methods should be used to submit:

- (a) USB key sent via courier; or
- (b) solid state hard drive sent via courier.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 3

ROLES AND REPRESENTATIVES

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 3

ROLES AND REPRESENTATIVES

1 INTERPRETATION

1.1 Definitions

In this Schedule 3 [Roles and Representatives], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Contractor’s Representative**” has the meaning set out in Section 3.1 of this Schedule 3 [Roles and Representatives]; and

“**Hydro’s Representative**” has the meaning set out in Section 2.1 of this Schedule 3 [Roles and Representatives].

2 HYDRO’S REPRESENTATIVE

2.1 Appointment of Hydro’s Representative

BC Hydro will appoint an individual (“**Hydro’s Representative**”) to be BC Hydro’s single point of contact with respect to the Contract. BC Hydro will give prompt written notice of such appointment to the Contractor. BC Hydro will, at all times, have an individual appointed as Hydro’s Representative. If, for any reason, the appointed Hydro’s Representative’s appointment is discontinued, then BC Hydro will appoint a replacement and give prompt written notice to the Contractor of such replacement. If, at any time, the Contractor’s Representative, acting reasonably, objects to Hydro’s Representative, then BC Hydro will give consideration to replacing Hydro’s Representative with a Person acceptable to the Contractor’s Representative. Hydro’s Representative may, at BC Hydro’s election, be an employee of BC Hydro, or be a consultant or other third party.

2.2 Authority of Hydro’s Representative

Hydro’s Representative will have authority to act on behalf of BC Hydro only to the extent expressly set out in the Contract Documents, including as described in Section 2.4 of this Schedule 3 [Roles and Representatives], but otherwise Hydro’s Representative will not have the authority to execute or agree to any amendments to the Contract or to waive any of BC Hydro’s rights under the Contract. Hydro’s Representative’s authority, as set out in the Contract Documents, will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract Documents, and Hydro’s Representative will not be responsible for or have control of the performance of the Work. Hydro’s Representative will not be responsible for or have control over the acts or omissions of the Contractor or other Persons engaged by or through them.

2.3 Delegation of Hydro’s Representative’s Authority

Hydro’s Representative may, by written notice to the Contractor with details of the nature and extent of the delegation, delegate to others some or all of Hydro’s Representative’s authority under the Contract.

2.4 Role of Hydro’s Representative

The role of Hydro’s Representative will be to:

- (a) provide administration of the Contract as described in the Contract Documents;

- (b) provide the Contractor with additional instructions in the form of specifications, drawings, samples, models or other written instructions, to supplement the previously issued Contract Documents, as may be necessary for the performance of the Work;
- (c) without derogating from or negating any of Hydro's Representative's other obligations set out in the Contract Documents, act as BC Hydro's representative and agent to protect BC Hydro's interests under the Contract;
- (d) make all commercially reasonable efforts to respond promptly to the Contractor's requests for additional instructions, and, if it becomes apparent that a number of additional instructions will be required, then cooperate with the Contractor to establish a schedule for the issuance of such additional instructions;
- (e) in accordance with the requirements of the Contract Documents, review and take appropriate action upon receiving Submittals, including:
 - (i) shop drawings, product data and samples; and
 - (ii) written guarantees, warranties and manuals to be provided by the Contractor;
- (f) except as expressly set out otherwise in the Contract Documents, when required, set out or cause to be set out survey monuments or control points at the Site, sufficient to enable the Contractor to determine the required lines and grades for the performance of the Work;
- (g) prepare, sign and issue Preliminary Change Instructions, Change Orders and Change Directives in accordance with the requirements of Schedule 12 [Changes];
- (h) review supporting documentation as required to determine the amounts owing to the Contractor under the Contract and perform the tasks relating to payment as required by the Contract Documents, including Schedule 11 [Payment and Prices];
- (i) perform inspections of the Work and the performance of the Work; and
- (j) undertake all other duties of Hydro's Representative as described in the Contract Documents.

2.5 Contract Interpretation

- (a) Hydro's Representative will be, in the first instance, the interpreter of the Contract Documents and the judge of the performance of BC Hydro and the Contractor. Hydro's Representative's interpretations and judgments will be consistent with the Contract Documents and, in making such interpretations and judgments, Hydro's Representative will not show partiality to either party. With respect to interpretation of the Contract Documents:
 - (i) either party may, at any time, by written request, refer any question relating to the Contract, including questions regarding claims relating to the performance of the Work or questions regarding the interpretation of the Contract Documents, to Hydro's Representative for a written interpretation;
 - (ii) Hydro's Representative will, within ten days of a written request, or such other period of time (longer or shorter) as reasonably required in the circumstances, deliver a written interpretation to each of BC Hydro and the Contractor's Representative; and
 - (iii) if a party disputes an interpretation of Hydro's Representative, then the disputing party may deliver a Dispute Notice to have the matter dealt with as a Dispute pursuant to Schedule 14 [Dispute Resolution Procedure].

- (b) The Contractor will proceed with the performance of the Work without delay in accordance with any written direction, instruction or decision given by Hydro’s Representative with respect to a requested interpretation, without prejudice to the Contractor’s rights to dispute the interpretation or the written direction, instruction or decision, pursuant to Section 2.5(a)(iii) of this Schedule 3 [Roles and Representatives].

3 CONTRACTOR’S REPRESENTATIVE AND KEY INDIVIDUALS

3.1 Appointment of Contractor’s Representative

The Contractor will, upon executing the Agreement, designate in writing an individual (the “**Contractor’s Representative**”) to be the Contractor’s representative and single point of contact with respect to the Contract. The Contractor will give prompt written notice of such appointment to Hydro’s Representative for Consent. If, for any reason, the appointed Contractor’s Representative’s appointment is discontinued, then the Contractor will, as soon as practicable, appoint a replacement and give prompt written notice to Hydro’s Representative of such replacement. If, at any time, Hydro’s Representative, acting reasonably, objects to the Contractor’s Representative, then the Contractor will give consideration to replacing the Contractor’s Representative with a Person acceptable to Hydro’s Representative. The Contractor’s Representative may, at the Contractor’s election, be an employee of the Contractor, or be a consultant or other third party.

3.2 Authority of Contractor’s Representative

The Contractor’s Representative will have full authority to act on behalf of and bind the Contractor under the Contract and be the Contractor’s Representative and agent to protect the Contractor’s interests under the Contract. The Contractor’s Representative may consult with other representatives of the Contractor before giving any response, direction or consent as may be required under the Contract.

3.3 Delegation of Contractor’s Representative’s Authority

The Contractor’s Representative may, by written notice to Hydro’s Representative with details of the nature and extent of the delegation, delegate to others some or all of the Contractor’s Representative’s authority under the Contract.

3.4 Key Individuals

- (a) The Contractor represents to BC Hydro that the following are the Key Individuals for the Work as at the Effective Date:

- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Within 60 days of the Effective Date, the Contractor will submit to Hydro’s Representative for Consent proposed individuals (with resumes and qualifications) to fulfill the following Key Individual roles:

- (xix) RCC Buttress Construction Manager; and
- (xx) Materials Manager,

and upon acceptance by BC Hydro, such individuals will be deemed to be Key Individuals.

(b) With respect to the Key Individuals:

- (i) the Contractor will provide the Key Individuals;
- (ii) the Contractor will ensure that the Key Individuals will be available to provide the commitment specified in respect of Key Individuals and will give the performance of the Work sufficient priority over other work, tasks and assignments that they may otherwise have assigned to them in order to ensure performance of the Work in compliance with the Contract;
- (iii) none of the Key Individuals will be changed without Hydro’s Representative’s prior written consent, not to be unreasonably withheld but which consent may be subject to the Contractor satisfying Hydro’s Representative, acting reasonably, that the proposed replacement personnel have comparable or superior qualifications and experience to the personnel whom they are proposed to replace; and
- (iv) any changes to Key Individuals made pursuant to Section 3.4(b)(iii) of this Schedule 3 [Roles and Representatives] will be at no extra cost or expense to BC Hydro.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 4

WORK PROGRAM AND SCHEDULE

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APPENDIX 4-1 BC HYDRO PROJECT SCHEDULE
APPENDIX 4-2 WORK PROGRAM AND SCHEDULE

MAIN CIVIL WORKS CONTRACT

SCHEDULE 4

WORK PROGRAM AND SCHEDULE

1 INTERPRETATION

1.1 Definitions

In this Schedule 4 [Work Program and Schedule], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Mobilization Schedule**” has the meaning set out in Section 2.6 of this Schedule 4 [Work Program and Schedule];

“**Monthly Progress Report**” has the meaning set out in Section 2.8 of this Schedule 4 [Work Program and Schedule];

“**P6-Base Work Program and Schedule**” has the meaning set out in Section 2.5 of this Schedule 4 [Work Program and Schedule]; and

“**Work Program and Schedule**” has the meaning set out in Section 2.2 of this Schedule 4 [Work Program and Schedule].

2 WORK PROGRAM AND SCHEDULE

2.1 Consultation Draft

The Contractor will within 45 days after the Effective Date, or by such later date as Hydro’s Representative may agree to in writing, prepare and submit to Hydro’s Representative For Information Only a complete draft work schedule that conforms to the requirements of Section 2.2 of this Schedule 4 [Work Program and Schedule]. Hydro’s Representative and the Contractor’s Representative, together with each of their respective lead schedulers, will meet over the 30 days following delivery of the draft work schedule to consult with each other with respect to such draft work schedule to address any deficiencies in such schedule.

2.2 Work Program and Schedule

The Contractor will prepare the work schedules as required under the Contract Documents (each a “**Work Program and Schedule**”) that complies with the following:

- (a) that is a resource loaded Primavera P6 Schedule in the version specified by BC Hydro in both PDF and native Primavera xer formats;
- (b) that is based on Appendix 4-2 [Work Program and Schedule];
- (c) which complies with:
 - (i) Appendix 4-1 [BC Hydro Project Schedule];
 - (ii) the Interface Dates and Milestone Dates;

- (iii) the required construction sequences for the Right Bank Drainage Tunnel, Approach Channel Stage 1 and RCC Buttress set out in Drawing 1016-C02-00413 of Appendix 6-3 [Drawings]; and
- (iv) the timing for the installation and commissioning of instrumentation set out in Drawing 1016-C02-05008 of Appendix 6-3 [Drawings];
- (d) that describes the complete performance of the Work;
- (e) that is prepared in accordance with Section 2.3 of this Schedule 4 [Work Program and Schedule]; and
- (f) that, at a minimum includes:
 - (i) a comprehensive narrative highlighting work calendars, constraints, assumptions and a narrative that describes the critical path and how information or access required from BC Hydro affects that critical path;
 - (ii) detailed equipment and manpower reports/histograms from Primavera P6 by showing worker classifications and equipment type;
 - (iii) construction sequencing in six month intervals (unless Hydro's Representative requires a shorter interval);
 - (iv) staging drawings as required to support the Work Program and Schedule in PDF and native AutoCAD formats taking into consideration work that has been performed by Other Contractors that may affect the Work;
 - (v) key Milestone events, including key dates for decisions;
 - (vi) critical path(s) for the following:
 - (A) the Work as a whole;
 - (B) each of the major elements of the Work as described in Section 2.3(a) of this Schedule 4 [Work Program and Schedule]; and
 - (C) longest path for the completion of the Work;
 - (vii) including coding of activities to follow BC Hydro WBS in Primavera P6 Activity Code as may be specified by BC Hydro for its own use;
 - (viii) dates by which key decisions must be made by BC Hydro for the performance of the Work;
 - (ix) all design workshops;
 - (x) procurement, permitting, construction, and commissioning schedule for all Work activities;
 - (xi) all Submittals as required by the Contract Documents; and
 - (xii) each Price Item as set out in Appendix 11-1 [Schedule of Prices and Estimated Quantities].

2.3 Standard for Work Program and Schedule

The Work Program and Schedule will be:

- (a) prepared in sufficient detail to enable Hydro's Representative to monitor the progress of all elements and aspects of the Work;
- (b) prepared in accordance with Good Industry Practice for a large complex project similar to the Work, which accordingly, given the nature, size and complexity of the Work:
 - (i) will include no fewer than 1,000 activities;
 - (ii) will not include loose-end activities other than Work commencement and Total Completion;
 - (iii) will not excessively use lags;
 - (iv) will not use negative lags;
 - (v) will not use start to finish relationships;
 - (vi) will not include activities with negative float;
 - (vii) will not include unjustified constraints;
 - (viii) will not include activity durations exceeding two reporting cycles;
 - (ix) will clearly highlight any activity or information required to be performed by BC Hydro to support the Work; and
 - (x) will demonstrate how the Contractor will achieve all of the Interface Dates and Milestone Dates; and
- (c) capable of achieving at least an 85% "Fuse Schedule Index" when analysed using the most up-to-date Acumen Fuse software.

2.4 Contractor's Scheduling Capacity and Expertise

The Contractor will, as part of the Work, provide a scheduler(s) who has a minimum of seven years' scheduling experience with Primavera P6 software and experience in large complex projects similar to the Work, and will cause such scheduler(s) to prepare all the Work Program and Schedule, and amendments and progressions as required by the Contract Documents.

The Contractor's scheduler will be based at the Site and available during normal business hours to provide BC Hydro with schedules and schedule updates in accordance with the requirements of the Contract Documents. The Contractor's scheduler will be fluent in English and will be able to effectively communicate with BC Hydro in English.

2.5 P6-Base Work Program and Schedule

The Contractor will within 30 days following the end of the consultation period described in Section 2.1 of this Schedule 4 [Work Program and Schedule], or by such later date as Hydro's Representative may agree to in writing, prepare and submit to Hydro's Representative for Consent a further revised and expanded Work Program and Schedule that is prepared by the Contractor's scheduler as required by Section 2.4 of this Schedule 4 [Work Program and Schedule], and meets the requirements of Section 2.2

and 2.3 of this Schedule 4 [Work Program and Schedule] and when BC Hydro gives Consent such Work Program and Schedule will be the reference or “base” schedule (the “**P6-Base Work Program and Schedule**”).

2.6 Mobilization Schedule

The parties will cooperate to develop a detailed schedule (“**Mobilization Schedule**”), based on the P6-Base Work Program and Schedule, covering all aspects of the commencement of the Work covering the first 120 days following the Effective Date. The Mobilization Schedule will include dates for the exchange of Submittals and other documentation exchanges as required by the Contract Documents.

2.7 Monthly Progressive Amendments to the P6-Base Work Program and Schedule

The Contractor will, within three Business Days of the first day of each month, or more frequently as reasonably required for BC Hydro to monitor the progress of the Work as described in Section 2.3 of this Schedule 4 [Work Program and Schedule], prepare and deliver progressive amendments to the P6-Base Work Program and Schedule to Hydro’s Representative for Review describing the actual progress of the Work current to the last day of the previous calendar month and incorporating any time adjustments as permitted under the Contract Documents. The Contractor will develop the amendments to the Work Program and Schedule using critical path methodology, in PDF format and native Primavera xer format. The P6-Base Work Program and Schedule will be capable of achieving at least a 70% rating when analysed using the most up-to-date “US Defense Contract Management Agency 14-point Schedule Assessment”.

All updates or revisions to the Work Program and Schedule will be based on and referable to the P6-Base Work Program and Schedule except as both parties may agree in writing, acting reasonably.

2.8 Work Program and Schedule Monthly Progress Report

Within seven calendar days of every month the Contractor will submit to Hydro’s Representative a monthly report on the progress of the Work (the “**Monthly Progress Report**”) describing the actual progress of the Work current to the last day of the previous calendar month. The Monthly Progress Report will:

- (a) cover all significant aspects of the Work;
- (b) include:
 - (i) an executive summary;
 - (ii) a summary of any material risks, including with respect to schedule, safety, quality, environment;
 - (iii) a narrative of major events, including:
 - (A) a summary of Work completed by major work area and percent complete of such work areas;
 - (B) percent complete of all Work; and
 - (C) the plan for the performance of the Work for the upcoming month;
 - (iv) colour photographs sufficient to record the progress of the Work at least daily of all significant areas of Work at the Site;

- (v) schedules comparing actual progress of the Work to the latest updated Work Program and Schedule, identifying critical path activities in the Work. The summary schedules will be based on the electronic scheduling performed in accordance with the requirements of Section 2.5 of this Schedule 4 [Work Program and Schedule] and will include a narrative describing the variances and the reason for the variances that are made from the previous month's Monthly Progress Report. The following information will also be provided:
 - (A) list of new activities added;
 - (B) list of logic changes;
 - (C) list of out of sequence activities;
 - (D) reasons for re-sequencing of work activities; and
 - (E) impact to the critical path;
- (vi) graphs, schematics or other visual aids showing actual progress compared to scheduled progress, such as volumes of excavation and placement, RCC concrete production;
- (vii) where critical path activities are behind schedule, a description of the actions taken or to be taken to respond;
- (viii) actual manpower allocations on Site for the preceding month and a forecast of manpower allocation, on a daily basis, for the next month, including a comparison with the forecast contained in the previous Monthly Progress Report. This will be broken out by manpower type including local workers, workers in onsite accommodation, Aboriginal workers, etc.;
- (ix) actual construction equipment on Site and a forecast for the next month, including a comparison with the forecast in the previous Monthly Progress Report and reports of any significant breakdowns and actions to be taken to repair or replace significant construction equipment which is out of service;
- (x) an inventory of construction materials on Site compared to current and forecast consumption;
- (xi) scheduled delivery dates for all major temporary and permanent equipment;
- (xii) an inventory of the permanent equipment that has been received on Site, its current location and storage provisions relative to the storage requirements specified or recommended by the manufacturer;
- (xiii) a summary safety report identifying any lost time accidents, any noticeable trends, including comparisons with Worksafe BC construction industry safety statistics, and actions being taken to improve safety;
- (xiv) a summary environmental report identifying any incidents and non-compliance and actions taken or to be taken to correct same;
- (xv) a summary of change management including finalized and pending Preliminary Change Instructions, Change Reports, Change Directives and Change Orders;
- (xvi) a summary of any pending Disputes and material Claims;

- (xvii) a summary of any issues with the work of Other Contractors or BC Hydro relating to work adjoining the Work, including schedule or safety issues;
 - (xviii) a summary of any socio-economic issues, such as local hire, Aboriginal labour and contract inclusion, communications, labour relations; and
 - (xix) a summary of contract administration including document control, insurance, bonds, letters of security, regulatory, permits, properties, public affairs;
- (c) include a summary of financial matters, including:
- (i) Guest accommodation in excess of the Contractor's Daily 72 hour Confirmation;
 - (ii) monthly electrical power usage and forecast for upcoming three months; and
 - (iii) monthly fuel usage and forecast for upcoming three months;
- (d) include additional information reasonably requested by Hydro's Representative to demonstrate and document the progress of the Work and compliance of the Work with the requirements of the Contract Documents; and
- (e) be submitted as two hard copies and one electronic copy in PDF format.

The Monthly Progress Report will be submitted for Review, in a form satisfactory to Hydro's Representative acting reasonably, and if any part of the Monthly Progress Report is not endorsed by Hydro's Representative as "Accepted" then the Contractor will, before making the next application for payment under Schedule 11 [Prices and Payment], provide the correct or missing information as described in the amendments or comments noted on the Monthly Progress Report by Hydro's Representative.

2.9 Look-Ahead Schedules

The Contractor will within 90 days of the Effective Date, and thereafter every calendar week until Total Completion of the Work, deliver to Hydro's Representative for Review a detailed short term look-ahead schedule showing all aspects of Work, including the status of Submittals, based on the then current P-6 Base Work Program and Schedule amended as required under Section 2.7 of this Schedule 4 [Work Program and Schedule. This three week look-ahead schedule will show the Contractor's planned construction activities for the next-occurring three week period, including:

- (a) critical path activities;
- (b) equipment deliveries;
- (c) estimated quantities of materials to be placed or installed;
- (d) any anticipated delays to the performance of the Work;
- (e) safety activities, such as critical lifts, hazardous materials testing; and
- (f) environmental activities, such as in-river works, permitting activities.

This three week look-ahead schedule will also show the Contractor's actual progress of the Work for the preceding week.

2.10 Additional Schedule Information

The Contractor will, from time to time during the performance of the Work, and as part of the Work at no additional cost to BC Hydro, provide detailed additional schedule information relating to the Work as BC Hydro reasonably requires to be able to monitor the performance and progress of the Work to the standard as described in Section 2.3 of this Schedule 4 [Work Program and Schedule].

3 COMPLIANCE WITH WORK PROGRAM AND SCHEDULE

3.1 Perform Work in Accordance with Work Program and Schedule

The Contractor will:

- (a) commence the Work promptly following the Effective Date; and
- (b) perform the Work:
 - (i) diligently without delay or interruption so as to complete each of the Milestones by no later than the Milestone Dates; and
 - (ii) in compliance with the then current progression of the Work Program and Schedule, as may be updated under Section 2.7 of this Schedule 4 [Work Program and Schedule]. If, for any reason, the performance of the Work falls behind the schedule for the Work set out in the then current Work Program and Schedule, then:
 - (A) if, in accordance with the Contract Documents, the delay entitles the Contractor to an extension of the time for the performance of the Work, then the Contractor will, as part of the Work, include such extension in the next update to the Work Program and Schedule as provided under Section 2.5 of this Schedule 4 [Work Program and Schedule]; or
 - (B) if, in accordance with the Contract Documents, the delay does not entitle the Contractor to an extension of the time for the performance of the Work, then the Contractor will, as part of the Work, take all such steps as are required to bring the Work back into conformity with the then current Work Program and Schedule.

Failure to comply with the requirements of this Section 3.1 of this Schedule 4 [Work Program and Schedule] will be deemed to be a default under the Contract to which the provisions of Section 15 of Schedule 2 [General Conditions] will apply.

MAIN CIVIL WORKS CONTRACT

APPENDIX 4-1

BC HYDRO PROJECT SCHEDULE

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MAIN CIVIL WORKS CONTRACT

APPENDIX 4-1

BC HYDRO PROJECT SCHEDULE

1 INTERPRETATION

1.1 Definitions

In this Appendix 4-1 [BC Hydro Project Schedule], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Auxiliary Spillway**” means the Auxiliary Spillway as shown on the Drawings;

“**Cofferdam Closure Milestones**” has the meaning set out in Section 3.1(h) of this Appendix 4-1 [BC Hydro Project Schedule];

“**Core Buttress**” means the portion of the RCC Buttress designated as the Core Buttress on the Drawings;

“**Dam Buttress**” means the portion of the RCC Buttress designated as the Dam Buttress on the Drawings;

“**Diversion Inlet Channel**” means the Diversion Inlet Channel shown on Drawing 1016-C17-00105 of Appendix 6-3 [Drawings] that conveys water from the Peace River to the Diversion Tunnels;

“**Diversion Inlet Cofferdam**” means the Stage 1 Cofferdam constructed at the Diversion Inlet Channel as shown on the Drawings;

“**Diversion Inlet Structures**” means the reinforced concrete structures shown on Drawing 1016-C17-00105 of Appendix 6-3 [Drawings] located at the inlets to the Diversion Tunnels which contain Hydro-Mechanical Equipment for shutting off flow into the Diversion Tunnels;

“**Diversion Outlet Channel**” means the Diversion Outlet Channel shown on Drawing 1016-C17-00105 of Appendix 6-3 [Drawings] that conveys water from the Diversion Tunnels to the Peace River;

“**Diversion Outlet Cofferdam**” means the Stage 1 Cofferdam constructed at the Diversion Outlet Channel as shown on the Drawings;

“**Diversion Outlet Structures**” means the reinforced concrete structures shown on Drawing 1016-C17-00105 of Appendix 6-3 [Drawings] located at the outlets to the Diversion Tunnels which allow installation of stoplogs in order to dewater and access the Diversion Tunnels;

“**Diversion Tunnels**” means Diversion Tunnel 01 and Diversion Tunnel 02, as shown on Drawing 1016-C17-00105 of Appendix 6-3 [Drawings];

“**Diversion Works Stage 2**” means the Diversion Inlet Channel, Diversion Inlet Structures, Diversion Tunnels, Diversion Outlet Structures and Diversion Outlet Channel as shown on Drawing 1016-C17-00105 of Appendix 6-3 [Drawings], excluding only the orifices and tunnel plugs shown on that Drawing;

“**Diversion Works Stage 2 Milestones**” has the meaning set out in Section 3.1(g) of this Appendix 4-1 [BC Hydro Project Schedule];

“Drainage Gallery” means the Drainage Gallery in the RCC Buttresses as shown on the Drawings;

“Earthfill Dam” means the Earthfill Dam as shown on the Drawings;

“Gate Storage Chamber Pad” means the Gate Storage Chamber RCC Pad as shown on Drawing 1016-C02-01007 of Appendix 6-3 [Drawings];

“Hydro-Mechanical Equipment” means the hydromechanical equipment for the diversion structures as described in Sections 13 60 00 of Appendix 6-2 [Technical Specifications];

“Interface” means an activity described in the Project Schedule Milestone Table in Section 2.1 of this Appendix 4-1 [BC Hydro Project Schedule] which has been assigned a number in the column entitled “Interface No.”;

“Interface Date” means the date specified for an Interface in the Project Schedule Milestone Table in Section 2.1 of this Appendix 4-1 [BC Hydro Project Schedule];

“Laydown Area” means an area designated for temporary use during construction of the Project and that can be used for any construction purpose unless otherwise specifically excluded;

“Milestone” means an activity described in the Project Schedule Milestone Table in Section 2.1 of this Appendix 4-1 [BC Hydro Project Schedule] which has been assigned a number in the column entitled “Milestone No.”;

“Milestone Date” means the date specified for a Milestone in the Project Schedule Milestone Table in Section 2.1 of this Appendix 4-1 [BC Hydro Project Schedule];

“Powerhouse Buttress” means the portion of the RCC Buttress designated as the Powerhouse Buttress on the Drawings;

“Right Bank Cofferdam” means the Stage 1 Cofferdam constructed on the right bank of the Peace River as shown on the Drawings;

“Service Bay Pad” means the Service Bay RCC Pad as shown on Drawing 1016-C02-01007 of Appendix 6-3 [Drawings];

“Site C Substation” means the Site C Substation as shown on the Drawings;

“Site C Substation Phase 1” means the portion of the Site C Substation designated as Phase 1 on Drawing 1016-C05-00400 of Appendix 6-3 [Drawings];

“Site C Substation Phase 2” means the portion of the Site C Substation designated as Phase 2 on Drawing 1016-C05-00400 of Appendix 6-3 [Drawings];

“Site C Substation Phase 3” means the portion of the Site C Substation designated as Phase 3 on Drawing 1016-C05-00400 of Appendix 6-3 [Drawings];

“Spillway Buttress” means the portion of the RCC Buttress designated as the Spillway Buttress on the Drawings;

“Stilling Basin Downstream” means the downstream portion of the Spillway Buttress described as “RCC Construction Stage 1 First Year” on Drawing 1016-C02-01007 of Appendix 6-3 [Drawings];

“Tailrace Channel” means the Tailrace Channel as shown on the Drawings;

“**Tailrace Wall**” means the Tailrace Wall as shown on the Drawings; and

“**Transmission Line Right of Way in Area A**” means the right-of-way for the 138 kV transmission lines, 25 kV construction power line and south bank road shown on Drawing 1016-C05-00400 and Drawing 1016-C05-00401 of Appendix 6-3 [Drawings].

2 PROJECT MILESTONES

2.1 Project Schedule Milestone Table

Milestone No.	Interface No.	Activity	Date
		1 - General	
	I1.1	Commence sharing roads (See Note 1)	Effective Date
M1.1		Complete all Work for Site C Substation Phase 1 and Phase 2 (See Note 2)	May 15, 2017
M1.2		Complete all Work for Laydown Area R6 for Other Contractors and provide Shared Road access (See Note 3)	August 1, 2017
M1.3		Complete all Work for Laydown Areas 27A and 30 and the Septimus Siding, and provide access to Other Contractors (See Note 4)	October 1, 2017
M1.4		Complete all Work for excavation and grading of Site C Substation Phase 3; and complete all Work for Laydown Area 24 and provide access for Other Contractors (See Note 5)	October 1, 2017
M1.5		Provide access for Other Contractors to Laydown Areas 28 and 29 (See Note 6)	January 1, 2018
M1.6		Complete all Work for Laydown Area 23 and provide access for Other Contractors (See Note 7)	October 1, 2018
M1.7		Complete all Work for handover of the Transmission Line Right of Way in Area A to Other Contractor	February 28, 2019
M1.8		Complete all Work for Laydown Area 20 and provide access for Other Contractors (See Note 8)	December 31, 2019
M1.9		Complete all Work for removal of the Moberly River Construction Bridge	July 1, 2022
	I1.2	Earliest date the Contractor can commence removal of the Peace River Construction Bridge	June 1, 2023
M1.10		Complete all Work for removal of the Peace River Construction Bridge	October 1, 2023
		2 - Left Bank Excavation	
M2.1		Complete all Work for Left Bank Excavation	December 15, 2021
		3 - Diversion Works	
M3.1		Complete all Work for Diversion Works Stage 2, excluding only the portions of the Work to be completed for M3.2 (See Note 9)	March 1, 2019
M3.2		Complete all Work for Diversion Works Stage 2 (See Note 10)	June 1, 2019

Milestone No.	Interface No.	Activity	Date
M3.3		Earliest date that the main channel of the Peace River can be constricted by commencing construction of the Cofferdam Closure Sections	August 1, 2019
	I3.1	Commencement of discharge restrictions from the Peace Canyon Generating Station (See Note 11)	September 1, 2019
	I3.2	Earliest date the Contractor can commence Tunnel Conversion	June 15, 2022
M3.4		Complete all Work for Tunnel Conversion	August 31, 2022
M3.5		Complete all Work to decommission Diversion Tunnels	November 15, 2023
4 - Cofferdams and Dam Works			
M4.1		Complete all Work for left and right portions of Stage 2 Upstream Cofferdam to elevation 433.9 m (See Note 12)	August 1, 2019
M4.2		Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 422 m (See Note 13)	October 15, 2019
M4.3		Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 427 m (See Note 14)	January 15, 2020
M4.4		Complete all Work for the Closure Section of the Stage 2 Downstream Cofferdam to elevation 418 m (See Note 15)	January 15, 2020
M4.5		Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 433.9 m	April 15, 2020
M4.6		Complete all Work for Earthfill Dam to elevation 433 m	September 1, 2021
M4.7		Complete all Work for Earthfill Dam to elevation 468.4 m	July 1, 2022
M4.8		Complete all Work for Earthfill Dam	September 1, 2022
5 - Approach Channel			
M5.1		Provide access to Approach Channel and complete work area upstream of Powerhouse Buttress for Other Contractors (See Note 16)	January 1, 2018
M5.2		Complete work area upstream of Spillway Buttress for Other Contractors (See Note 17)	October 31, 2018
M5.3		Complete work area upstream of Auxiliary Spillway for Other Contractors, and complete all Work for the Auxiliary Spillway excavation (See Note 18)	December 31, 2019
	I5.1	Earliest date the Contractor will be given exclusive use of the Approach Channel and can commence removal of work areas described in M5.1, M5.2 and M5.3	March 1, 2022
M5.4		Complete all Work for the Approach Channel	July 1, 2022
6 - RCC Buttress			
M6.1		Complete all Work for Stilling Basin Downstream, Powerhouse Buttress (excluding Drainage Gallery), Service Bay Pad, Gate Storage Chamber Pad and Tailrace Wall, and provide Shared Road access and work area downstream of Powerhouse Buttress for Other Contractor (See Note 19)	October 15, 2017

Milestone No.	Interface No.	Activity	Date
M6.2		Complete all Work for Spillway Buttress (excluding Drainage Gallery) and provide Shared Road access and work area downstream of Spillway Buttress for Other Contractor (See Note 20)	October 15, 2018
M6.3		Complete all Work for the Drainage Gallery in the Powerhouse Buttress and Spillway Buttress	June 30, 2019
M6.4		Complete all Work for the Drainage Gallery in the Dam Buttress and Core Buttress (See Note 21)	June 30, 2020
7 - Tailrace Channel and Right Bank Cofferdam			
M7.1		Complete all Work for Shared Road at Right Bank Cofferdam and provide access for Other Contractor (See Note 22)	October 15, 2017
	I7.1	Earliest date the Contractor will be given exclusive use of the Tailrace Channel and can commence removal of the work areas described in M6.1 and M6.2	April 1, 2022
	I7.2	Earliest date the Contractor can commence removal of the portion of the Right Bank Cofferdam east of its intersection with the Downstream Cofferdam	May 1, 2022
M7.2		Complete all Work for removal of the portion of the Right Bank Cofferdam east of its intersection with the Downstream Cofferdam, excavation of the Tailrace Channel, excavation of the Mid-Stream Island and placement of Riprap in the Tailrace Channel (See Note 23)	August 31, 2022
8 - Laydown Areas			
M8.1		Provide access to Laydown Area 26 for exclusive use by Other Contractors	October 1, 2017
M8.2		Complete all Work for Laydown Area 32A to elevation 415 m and Laydown Area 32B to elevation 402 m, and provide access for Other Contractors (See Note 24)	October 31, 2017
	I8.1	Laydown Area 32A available for placing fill in the Earthfill Dam up to elevation 420 m	September 1, 2018
M8.3		Complete all Work for Laydown Area 32A placing fill in the Earthfill Dam over this area to elevation 420 m, and make available for Other Contractors (See Note 25)	October 1, 2018
	I8.2	Laydown Areas 32A and 32B available for placing fill in the Earthfill Dam	July 1, 2020
M8.4		Complete all Work for placing fill in the Earthfill Dam over Laydown Areas 31 and 32B and provide access for Other Contractors (See Note 26)	August 1, 2020
	I8.3	Other Contractor to complete concreting the Auxiliary Spillway so the Contractor can commence filling the area to the east of the Auxiliary Spillway, and the adjacent Dam Crest Road	October 1, 2020
M8.5		Complete all Work for Dam Crest Road adjacent to the Overflow Spillway (See Note 27)	May 15, 2021
9 – Reservoir Filling			
M9.1		Complete all Work for Reservoir Filling, excluding Tunnel Conversion (See Note 28)	July 1, 2022

Milestone No.	Interface No.	Activity	Date
	19.1	BC Hydro to commence Reservoir Filling (See Note 29)	[To follow]

2.2 Notes to Project Schedule Milestone Table

1. Contractor to commence sharing all roads in accordance with Section 34 50 00 [Roads and Site Drainage], excluding the restrictions set out in Clause 1.5.5.3 of that Section, and except to the extent that such roads have not yet been constructed in accordance with the Works Program and Schedule and this Appendix 4-1 [BC Hydro Project Schedule]. The restrictions set out in Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage] will only apply to the sharing of roads on and from the dates specified in this Appendix 4-1 [BC Hydro Project Schedule] for such roads.
2. Contractor to complete all Work for Site C Substation Phase 1 and Phase 2 as shown on the Drawings, including:
 - a. excavation and grading for Site C Substation Phase 1 and Phase 2 within the limits shown on Drawing 1016-C05-00400 of Appendix 6-3 [Drawings], providing a graded work area for use by Other Contractors as shown on Drawing 1016-C05-00401 of Appendix 6-3 [Drawings] and described in Clause 2.7 of the Scope of Work, constructed according to Section 34 50 00 [Roads and Site Drainage];
 - b. construction of Shared Roads as shown on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings] connecting the Septimus Road and the Peace River Construction Bridge to the north and east boundaries of Site C Substation Phase 1 and Phase 2, constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications]; and
 - c. commencing delivery of aggregate (stockpiles) and CIPC to Site C Substation Phase 1 and Phase 2 for use by Other Contractors, as described in Clause 2.7.1.6 of Section 01 11 10 of Appendix 6-1 [Scope of Work], and in accordance with the delivery schedule provided by Hydro's Representative. BC Hydro will use reasonable commercial efforts to provide the Contractor with advance notice of such deliveries as required by Other Contractors,

and in respect of the Shared Roads described in Note 2.b of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

3. Contractor to complete all Work for:
 - a. Laydown Area R6 within the limits shown on Drawing 1016-C01-00173 and Drawing 1016-C11-00800 of Appendix 6-3 [Drawings], compacted according to Section 13 40 00 of Appendix 6-2 [Technical Specifications];
 - b. vehicular access between Laydown Area R6 and the adjacent Shared Road, constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications];
 - c. the Power Supply Point as indicated on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings], according to Section 26 50 00 of Appendix 6-2 [Technical Specifications]; and
 - d. construction of the Shared Roads connecting Septimus Road and the Peace River Construction Bridge to Laydown Area R6, as indicated on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications],

and in respect of the Shared Roads described in Note 3.d of this Appendix 4-1 [BC Hydro Project Schedule] as well as the other Shared Roads shown on Drawing 1016-C01-00175 of Appendix 6-3 [Drawings] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34

50 00 [Roads and Site Drainage], except any such Shared Roads otherwise specifically covered in this Appendix 4-1 [BC Hydro Project Schedule].

4. Contractor to complete all Work for:

- a. Laydown Area 30 within the limits shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings], and constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications];
- b. Shared Road adjacent to Laydown Area 30, and provide vehicular access between the Shared Road and Laydown Area 30, constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications];
- c. Laydown Area 27A as shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings], for exclusive use by Others Contractors, and constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications]; and
- d. vehicular access between Laydown Area 27A and the adjacent Shared Road, constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications],

and commence sharing with Other Contractors:

- e. Laydown Area 30; and
- f. the Septimus Siding described in Section 3.8 Appendix 2-4 [Site Access, Conditions and Services] and Section 3.1.11 of Section 01 11 10 of Appendix 6-1 [Scope of Work],

and in respect of the Shared Road and access road described in Note 4.b of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

5. Contractor to complete all Work for construction of Site C Substation Phase 3 and Laydown Area 24, including:

- a. commencing delivery of aggregate (stockpiles) and CIPC to the Site C Substation Phase 3 for use by Other Contractors, as described in Clause 2.7.1.6 of Section 01 11 10 of Appendix 6-1 [Scope of Work], and in accordance with the delivery schedule provided by Hydro's Representative. BC Hydro will use reasonable commercial efforts to provide the Contractor with advance notice of such deliveries as required by Other Contractors;
- b. completion of Shared Road to Laydown Area 24 from Septimus Road as shown on Drawing 1016-C01-00175 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications]; and
- c. if the Contractor has extracted material from Laydown Area 24, then the Contractor will leave Laydown Area 24 in a level and self-draining state for use by Other Contractors, as described in Section 01 11 10 of Appendix 6-1 [Scope of Work]. If the Contractor has not extracted material from Laydown Area 24, then no site preparation of Laydown Area 24 will be required,

and in respect of the Shared Road described in Note 5.b of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage], and provide access to Laydown Area 24 for Other Contractors.

6. Contractor to complete all Work for vehicular access to Laydown Area 28 and Laydown Area 29 from Septimus Road as shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications], and provide access for Other Contractors. No site preparation is required for Laydown Area 28 or Laydown Area 29.

7. Contractor to complete all Work for:

- a. Laydown Area 23 within the limits shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings], as described in Section 01 11 10 of Appendix 6-1 [Scope of Work]. If the Contractor has not extracted material or disturbed the ground at Laydown Area 23, then no site preparation for Laydown Area 23 will be required;
- b. vehicular access between the adjacent Shared Road and Laydown Area 23, constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications]; and
- c. construction of a Shared Road sufficient to provide access to Laydown Area 23 as indicated on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications],

and in respect of the Shared Roads and access road described in Notes 7.b and 7.c of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

8. Contractor to complete all Work for:

- a. Laydown Area 20 within the limits shown on Drawing 1016-C01-00173 of Appendix 6-3 [Drawings], as described in Section 01 11 10 of Appendix 6-1 [Scope of Work], including site preparation unless the Contractor has not extracted material or disturbed the ground at Laydown Area 20;
- b. vehicular access between the adjacent Shared Road and Laydown Area 20, constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications]; and
- c. construction of a Shared Road sufficient to provide access to Laydown Area 20 as indicated on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications],

and in respect of the Shared Road and access road described in Notes 8.b and 8.c of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

9. Contractor to complete:

- a. all Work for Diversion Works Stage 2, excluding only those items listed for completion in Note 10 of this Appendix 4-1 [BC Hydro Project Schedule]; and
- b. stockpiling of rockfill required for construction of the rockfill berm shown on Drawing 1016-C17-00228 of Appendix 6-3 [Drawings], Phase 4 of the Cofferdam Reference Design (the scope of this Milestone may be adjusted by BC Hydro to conform to the Contractor's design of the Closure Section).

10. Contractor to complete all remaining Work for Diversion Works Stage 2, including: commissioning of the Hydro-Mechanical Equipment; removal of the Diversion Inlet Cofferdam and Diversion Outlet Cofferdam; completion of the riprap in the Diversion Inlet Channel and Diversion Outlet Channel; and commissioning of the Temporary Upstream Fishway.

11. Discharge restrictions from the Peace Canyon Generating Station are described in Memorandum "Operation of Upstream Generating Stations During Construction" (Data Room ID# 1016.REF.00453).

12. Contractor to complete left and right portions of Stage 2 Upstream Cofferdam to elevation 433.9 m as shown on Drawing 1016-C17-00227 of Appendix 6-3 [Drawings] and all Work to minimize the volume of the Closure Section (the scope of this Milestone may be adjusted by BC Hydro to conform to the Contractor's design of the Closure Section).

13. Contractor to complete all Work to bring the Closure Section of the Stage 2 Upstream Cofferdam to elevation 422 m, in accordance with Section 13 30 00 of Appendix 6-2 [Technical

Specifications]. The planning and execution for the construction of the Closure Section will include raising the cofferdam uniformly in a manner that allows the restrictions on discharges from the Peace Canyon Generating Station referenced in Note 11 of this Appendix 4-1 [BC Hydro Project Schedule] to be progressively eased while maintaining the specified freeboard.

14. Contractor to complete all Work to bring the Closure Section of the Stage 2 Upstream Cofferdam to elevation 427 m, constructed according to Section 13 30 00 of Appendix 6-2 [Technical Specifications].
15. Contractor to complete all Work to bring the Closure Section of the Stage 2 Downstream Cofferdam to elevation 418 m, constructed according to Section 13 30 00 of Appendix 6-2 [Technical Specifications].
16. Contractor to complete all Work for:
 - a. Shared Road access from Septimus Road and the Peace River Construction Bridge through the Approach Channel to the working area described in Note 16.c of this Appendix 4-1 [BC Hydro Project Schedule], for use by Other Contractors as shown on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings] and constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications];
 - b. Class 1 and Class 2 Excavation for the area described in Note 16.c of this Appendix 4-1 [BC Hydro Project Schedule], as shown on Drawing 1016-C17-00800 of Appendix 6-3 [Drawings]; and
 - c. a graded work area for use by Other Contractors in the Approach Channel as described in Clause 2.7 of the Scope of Work, and constructed according to Section 34 50 00 [Roads and Site Drainage],

and in respect of the Shared Road described in Note 16.a of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

17. Contractor to complete all Work, including Class 1 and Class 2 Excavation, for extending the working area described in Note 16.c of this Appendix 4-1 [BC Hydro Project Schedule] along the upstream side of the Spillway Buttress as shown on Drawing 1016-C17-00800 of Appendix 6-3 [Drawings].
18. Contractor to complete all Work, including Class 1 and Class 2 Excavation, for extending the working area described in Note 17 of this Appendix 4-1 [BC Hydro Project Schedule] along the upstream side of the Auxiliary Spillway, and foundation protection for the Auxiliary Spillway as shown on Drawing 1016-C17-00802 of Appendix 6-3 [Drawings].
19. Contractor to complete all Work for:
 - a. Stilling Basin Downstream, Powerhouse Buttress (excluding the Drainage Gallery), Service Bay Pad, Gate Storage Chamber Pad and Tailrace Wall;
 - b. Class 1 and Class 2 Excavation for the area described in Note 19.c of this Appendix 4-1 [BC Hydro Project Schedule] as shown on Drawing 1016-C22-05000 of Appendix 6-3 [Drawings];
 - c. a graded work area for use by Other Contractors in the Tailrace Channel as described in Clause 2.7 of the Scope of Work, and constructed according to Section 34 50 00 [Roads and Site Drainage]; and
 - d. Shared Road connecting the Peace River Construction Bridge and Laydown Area R6 to the working area described in Note 19.c of this Appendix 4-1 [BC Hydro Project Schedule], as shown on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings], constructed in accordance with Section 34 50 00 of Appendix 6-2 [Technical Specifications],

and in respect of the Shared Road described in Note 19.d of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

20. Contractor to complete all Work for:

- a. Spillway Buttress (excluding the Drainage Gallery);
- b. extending the working area described in Note 19.c of this Appendix 4-1 [BC Hydro Project Schedule] along the full width of the Spillway Buttress, including Class 1 and Class 2 Excavation, as shown on Drawing 1016-C22-05000 of Appendix 6-3 [Drawings]; and
- c. extending the Shared Road described in Note 19.d of this Appendix 4-1 [BC Hydro Project Schedule] along the full width of the Spillway Buttress,

and in respect of the Shared Road described in Note 20.c of this Appendix 4-1 [BC Hydro Project Schedule] implement the hauling restrictions in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

21. Contractor to complete all Work for:

- a. Drainage Gallery for the Dam Buttress and Core Buttress, including all drilling and grouting for each Drainage Gallery; and
- b. roadway along the top of the Dam Buttress and Core Buttress.

22. Contractor to complete all Work for the Shared Road on or along the Right Bank Cofferdam from the Peace River Construction Bridge to the work area described in Note 19.c of this Appendix 4-1 [BC Hydro Project Schedule], as shown on Drawings 1016-C01-00175 and 1016-C01-00176 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications], and commence sharing that Shared Road with Other Contractors in accordance with Clause 1.5.5.3 of Section 34 50 00 [Roads and Site Drainage].

23. Contractor to complete all Work for removal of the Right Bank Cofferdam, excavation of the Tailrace Channel, placement of Riprap in the Tailrace Channel and excavation of the Mid-Stream Island as shown on the Drawings.

24. Contractor to complete all Work to bring Laydown Area 32A to elevation 415 m and Laydown Area 32B to elevation 402 m, within the limits shown on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings], and extend the Shared Road described in Note 22 of this Appendix 4-1 [BC Hydro Project Schedule] to such Laydown Areas as shown on Drawing 1016-C01-00176 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications], and commence sharing such Laydown Areas with Other Contractors.

25. Contractor to complete all Work for Earthfill Dam construction over Laydown Area 32A to elevation 420 m according to Section 31 70 00 of Appendix 6-2 [Technical Specifications], including completion of adjacent MSE Wall, constructed according to Section 31 76 00 of Appendix 6-2 [Technical Specifications], and extend the Shared Road described in Note 24 of this Appendix 4-1 [BC Hydro Project Schedule] to that Laydown Area and commence sharing such Laydown Area with Other Contractors.

26. Contractor to complete all Work for fill placing in the Earthfill Dam fill of Laydown Area 32B and Laydown Area 31 to the final required elevation as shown on the Drawings, in accordance with Section 31 70 00 of Appendix 6-2 [Technical Specifications], and extend the Shared Road described in Note 22 of this Appendix 4-1 [BC Hydro Project Schedule] to such Laydown Areas and commence sharing such Laydown Areas with Other Contractors.

27. Contractor to complete all Work for Dam Crest Road between WP-AC2 and WPDC4 as shown on Drawing 1016-C09-00100 of Appendix 6-3 [Drawings], constructed according to Section 34 50 00 of Appendix 6-2 [Technical Specifications].

28. Contractor to complete all Work required for Reservoir Filling, including M4.7 and M5.4 but excluding M3.4.
29. Reservoir Filling is anticipated to commence in the fall of 2022 and proceed in accordance with the Reservoir Filling Plan dated June 2014 (Data Room ID# 1016.REF.00427).

3 DIVERSION

3.1 Early Diversion

The Milestones in relation to the Stage 2 Diversion Works and Cofferdam Closure Sections indicate that:

- (a) the diversion works described in M3.1, M3.2 and M4.1 should be completed in the spring and summer of 2019;
- (b) in accordance with M3.3, the earliest date that the main channel of the Peace River can be constricted by the start of the Cofferdam Closure Sections is August 1, 2019; and
- (c) in accordance with M4.5, the Work for the Closure Section of the Stage 2 Upstream Cofferdam should be completed by no later than April 15, 2020.

If the Contractor wishes to accelerate the Work on the Cofferdam Closure Sections so as to divert the Peace River in the winter of 2018, the Contractor may submit a written request to Hydro's Representative for Consent setting out:

- (d) a detailed description of the Work that the Contractor wishes to accelerate;
- (e) the Contractor's reasons for accelerating such Work; and
- (f) the impact of the proposal, including:
 - (i) the proposed amendments to the Work Program and Schedule;
 - (ii) the benefits to BC Hydro and the Project;
 - (iii) the impact of the accelerated Work on work being performed by Other Contractors; and
 - (iv) any cost implications for BC Hydro.

BC Hydro anticipates that any Consent to an application to accelerate the Cofferdam Closure Sections under this Section 3.1 of Appendix 4-1 [BC Hydro Project Schedule] will be subject to the Contractor demonstrating to BC Hydro's satisfaction that the Contractor will complete:

- (g) all of the following Milestones (collectively, the "**Diversion Works Stage 2 Milestones**") by no later than the dates falling exactly one year prior to their respective Milestone Dates, as follows:
 - (i) M3.1 [Complete all Work for Diversion Works Stage 2, excluding only the portions of the Work to be completed for M3.2] by no later than March 1, 2018;
 - (ii) M3.2 [Complete all Work for Diversion Works Stage 2] by no later than June 1, 2018; and
 - (iii) M3.3 [Earliest date that the main channel of the Peace River can be constricted by commencing construction of the Cofferdam Closure Sections] by no earlier than August 1, 2018; and

- (h) all of the following Milestones (collectively, the “**Cofferdam Closure Milestones**”) by no later than the dates falling exactly one year prior to their respective Milestone Dates, as follows:
- (i) M4.1 [Complete all Work for left and right portions of Stage 2 Upstream Cofferdam to elevation 433.9 m] by August 1, 2018;
 - (ii) M4.2 [Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 422 m] by October 15, 2018;
 - (iii) M4.3 [Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 427 m] by January 15, 2019;
 - (iv) M4.4 [Complete all Work for the Closure Section of the Stage 2 Downstream Cofferdam to elevation 418 m] by January 15, 2019; and
 - (v) M4.5 [Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 433.9 m] by April 15, 2019.

If Hydro’s Representative gives Consent to such request then the Milestone Dates for the Cofferdam Closure Milestones will be amended as described in this Section 3.1 of Appendix 4-1 [BC Hydro Project Schedule], and the Interface Date for I3.1 will be amended accordingly.

3.2 Delayed Diversion

If the Contractor, for any reason, fails to achieve Milestones M3.1, M3.2 and M4.1 on or before October 1, 2019, then the Contractor will not commence any Work that will constrict the main channel of the Peace River (including the Cofferdam Closure Milestones) until, at the earliest, August 1, 2020, without Hydro’s Representative’s prior written approval.

BC Hydro anticipates that the October 1 date for the completion of Milestones M3.1, M3.2 and M4.1 in any year, and the following August 1 date for the commencement of Work that will constrict the main channel of the Peace River (including the Cofferdam Closure Milestones) will not be subject to adjustment for any reason whatsoever.

Nothing in this Section 3.2 of Appendix 4-1 [BC Hydro Project Schedule] prohibits the Contractor from performing the remaining Work necessary to achieve Milestones M3.1, M3.2 and M4.1 after October 1, 2019, and before the date for Liquidated Damages specified in Schedule 11 [Prices and Payment].

3.3 Diversion Dependent Milestones and Interfaces

If the Work is delayed as described in Section 3.2 of this Appendix 4-1 [BC Hydro Project Schedule], then the Milestone Dates and Interface Dates for the following Milestones and Interfaces will be extended by one year to the next following anniversary date:

- (a) I3.2 [Earliest date the Contractor can commence Tunnel Conversion];
- (b) M3.4 [Complete all Work for Tunnel Conversion];
- (c) M3.5 [Complete all Work to decommission Diversion Tunnels];
- (d) M4.2 [Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 422 m];
- (e) M4.3 [Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 427 m];

- (f) M4.4 [Complete all Work for the Closure Section of the Stage 2 Downstream Cofferdam to elevation 418 m];
- (g) M4.5 [Complete all Work for the Closure Section of the Stage 2 Upstream Cofferdam to elevation 433.9 m];
- (h) M4.6 [Complete all Work for Earthfill Dam to elevation 433 m];
- (i) M4.7 [Complete all Work for Earthfill Dam to elevation 468.4 m];
- (j) M4.8 [Complete all Work for Earthfill Dam];
- (k) I7.2 [Earliest date the Contractor can commence removal of the portion of the Right Bank Cofferdam east of its intersection with the Downstream Cofferdam];
- (l) M7.2 [Complete all Work for removal of the portion of the Right Bank Cofferdam east of its intersection with the Downstream Cofferdam, excavation of the Tailrace Channel, excavation of the Mid-Stream Island and placement of Riprap in the Tailrace Channel];
- (m) M9.1 [Complete all Work for Reservoir Filling, excluding Tunnel Conversion]; and
- (n) I9.1 [BC Hydro to commence Reservoir Filling].

MAIN CIVIL WORKS CONTRACT

SCHEDULE 5

SUBMITTALS PROCEDURE

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APPENDIX 5-1 FORM OF SUBMITTAL SCHEDULE

MAIN CIVIL WORKS CONTRACT

SCHEDULE 5

SUBMITTALS PROCEDURE

1 INTERPRETATION

1.1 Definitions

In this Schedule 5 [Submittals Procedure], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Accepted**” has the meaning set out in Section 3.1(a) of this Schedule 5 [Submittals Procedure];

“**Code 1**” has the meaning set out in Section 3.1(a) of this Schedule 5 [Submittals Procedure];

“**Code 2**” has the meaning set out in Section 3.1(b) of this Schedule 5 [Submittals Procedure];

“**Code 3**” has the meaning set out in Section 3.1(c) of this Schedule 5 [Submittals Procedure];

“**Code 4**” has the meaning set out in Section 3.1(d) of this Schedule 5 [Submittals Procedure];

“**Consent**” has the meaning set out in Section 4.2 of this Schedule 5 [Submittals Procedure];

“**Contract Number**” means the contract or reference number assigned by BC Hydro to the Contract;

“**Do Not Proceed - Re-Submit as Noted**” has the meaning set out in Section 3.1(c) of this Schedule 5 [Submittals Procedure];

“**For Information Only**” has the meaning set out in Section 2.3(f)(v)(A) of this Schedule 5 [Submittals Procedure];

“**Proceed Except As Noted and Re-Submit**” has the meaning set out in Section 3.1(b) of this Schedule 5 [Submittals Procedure];

“**Professional of Record**” or “**PoR**” has the meaning set out in Section 2.3(h) of this Schedule 5 [Submittals Procedure];

“**Rejected**” has the meaning set out in Section 3.1(d) of this Schedule 5 [Submittals Procedure];

“**Review**” has the meaning set out in Section 4.1 of this Schedule 5 [Submittals Procedure];

“**Submittal**” has the meaning set out in Section 2.1 of this Schedule 5 [Submittals Procedure];

“**Submittal Item**” has the meaning set out in Section 2.1 of this Schedule 5 [Submittals Procedure];

“**Submittal Schedule**” has the meaning set out in Section 2.6(a) of this Schedule 5 [Submittals Procedure]; and

1.2 Interpretation

In this Schedule 5 [Submittals Procedure] a reference to “Submittal” will, as the context may require, be interpreted to refer to an individual Submittal Item(s).

2 GENERAL

2.1 Submittals

For any information required to be sent to BC Hydro, including Hydro's Representative, under the Contract Documents from time to time, made up of drawings, designs submittals, or other written information, including calculations, procedures, reports, manuals, photographs, videos, inspection records, measurements, test data and test results, describing the Work or the performance of the Work (a "**Submittal**"), the provisions of this Schedule 5 [Submittals Procedure] will apply. Any Submittal may be made up of a number of drawings, explanatory documents or other written information, including calculations, procedures, reports, manuals, photographs, videos, inspection records, measurements, test data and test results (each a "**Submittal Item**").

For certainty, a Submittal does not include Administrative Correspondence.

2.2 Submittal Content

A Submittal:

- (a) may be comprised of one or more Submittal Items;
- (b) will cover a single topic, comprised only of Submittal Items that are related to that topic;
- (c) will include all information as specifically required in the Contract Documents, and except as may be expressly required otherwise, will be sufficiently complete to provide information to BC Hydro as the context may reasonably require so that BC Hydro can confirm the information conforms to the requirements of the Contract Documents; and
- (d) if applicable, will include a specific cross-reference to a previously submitted Submittal so as to include required information.

2.3 Submittal Requirements

The Contractor will, as the context may require including any specific requirements as may be in the Contract Documents, comply with the following:

- (a) submit each Submittal within the time periods as may be specified in the Contract Documents, applicable Submittal Schedule, or if no time period is specified in the Contract Documents within the time period as specified in writing by Hydro's Representative, acting reasonably;
- (b) deliver all Submittals in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure];
- (c) write all written text in a Submittal Item contained in a Submittal in English, or else provide in that Submittal Item accurate translations in English for any and all written text that is written in any other language;
- (d) subject to an express requirement in the Contract Documents relating to the Submittal, and except as may be permitted by Hydro's Representative in writing, submit a Submittal Item in the latest version of:
 - (i) the applicable electronic format as set out in the Contract Documents; or
 - (ii) Adobe Acrobat [.pdf] format if not explicitly set out in the Contract Documents;
- (e) submit each Submittal separately, and not combined with another Submittal;

- (f) include with each Submittal a Transmittal cover sheet that sets out:
- (i) a unique tracking number for the Submittal, to identify the Submittal separately from all other Submittals;
 - (ii) the Contract Number;
 - (iii) the date of the Submittal;
 - (iv) a list of all Submittal Items, including all documents, information and data included with, or required for, the interpretation of the Submittal, including details of all attachments and other documents, information and data incorporated by reference;
 - (v) the designation of the Submittal, or as may be required an individual Submittal Item, as one of the following:
 - (A) **“For Information Only”** if the Contract Documents expressly provide that the Submittal or Submittal Item is submitted to BC Hydro solely “For Information Only”;
 - (B) **“For Review”** if in accordance with the Contract Documents it is submitted pursuant to Section 4.1 of this Schedule 5 [Submittals Procedure]; or
 - (C) **“For Consent”** if in accordance with the Contract Documents it is submitted pursuant to Section 4.2 of this Schedule 5 [Submittals Procedure];
 - (vi) a brief description of the purpose of the Submittal, including reference to the relevant provision(s) of the Contract Documents under which it is being submitted; and
 - (vii) for each Submittal Item included in the Submittal, as applicable:
 - (A) version/revision number of a Document that is included in the Submittal; and
 - (B) details of any previous Document(s) that will be superseded by the new Document(s) (other than previous versions/revisions of those Submittal Items);
- (g) include the names of the Contractor’s personnel involved in preparing and reviewing the Submittal, or as appropriate individual Submittal Items, and the signature of the Contractor’s representative responsible for the preparation of the Submittal or the Submittal Items;
- (h) cause each Submittal, or as appropriate individual Submittal Items, to be signed or sealed by persons with appropriate professional designations (the **“Professional of Record”** or **“PoR”**) to the extent signing or sealing of the document is required under the Contract Documents, the *Engineers and Geoscientists Act* (British Columbia), other applicable Laws, Permits or Good Industry Practice. For professional engineering, a Professional of Record is a Professional Engineer registered and licensed to practice Professional Engineering in British Columbia. The seal will always be signed, dated and be applied in a prominent location. The terms “seal” and “stamp” are interchangeable; and
- (i) compile and maintain a register of all Submittals, and as applicable the Hydro’s Representative’s endorsement of each such Submittal or Submittal Items, in a format and location to be agreed by the parties so as to be accessible by both parties.

2.4 Re-Submittals

Where a resubmission of a Submittal, or any individual Submittal Item, is required, the resubmission will be deemed to be a new and separate Submittal.

2.5 Delivery of Submittals by Contractor

The Contractor will deliver Submittals as follows:

- (a) except as may be expressly directed or permitted otherwise in the Contract Documents, the Contractor will submit all Submittals to Hydro's Representative by way of delivery of the Submittal, including all Submittal Items, electronically to Site C Document Control as described in Section 2.1 of Schedule 2 [General Conditions], and no Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the Submittal or related correspondence is so delivered to Site C Document Control;
- (b) for the purposes of the delivery of a Submittal electronically under Section 2.5(a) of this Schedule 5 [Submittals Procedure], Section 5.2 of the Agreement will apply; and
- (c) within 14 days of a written request from Hydro's Representative, the Contractor will deliver to Hydro's Representative two hardcopies of the Submittal.

2.6 Submittal Schedule

The Contractor will:

- (a) submit to Hydro's Representative for Review within 90 days after the Effective Date a Submittal Schedule (a "**Submittal Schedule**") in the form attached as Appendix 5-1 to this Schedule 5 [Submittals Procedure] listing:
 - (i) all Submittals required to be submitted to BC Hydro under the Contract Documents;
 - (ii) for each Submittal, the Contractor's document number;
 - (iii) for each Submittal, a reference to the relevant section of the Contract Documents under which the Submittal is required to be submitted;
 - (iv) the designation of each Submittal (For Information Only, for Review, or for Consent) as set out in the Contract Documents;
 - (v) the scheduled date of submission for each Submittal; and
- (b) provide in the Submittal Schedule (including in any amendment to the Submittal Schedule as required under the Contract Documents):
 - (i) the submission of Submittals in a sequence in accordance with the requirements of the Contract Documents;
 - (ii) a minimum of:
 - (A) 21 days for consideration by Hydro's Representative of each Submittal to be submitted for Review; and
 - (B) 30 days for consideration by Hydro's Representative of each Submittal to be submitted for Consent,

in each case taking into account as applicable from time to time the volume and complexity of the Submittals and the resources reasonably necessary to consider such Submittals;

- (c) provide the Submittal Schedule in Excel [.xlsx] format; and
- (d) update the Contractor's Submittal Schedule to include the assigned BC Hydro Document Numbers upon receipt of the assigned numbers from BC Hydro.

If BC Hydro receives a Submittal after 12 pm Vancouver time, the Submittal will be deemed to have been submitted on the next Business Day.

2.7 Submittal Schedule Updates

The Contractor will, as may be required from time to time, at a minimum no less than every three months, update the Submittal Schedule so that the Submittal Schedule is at all times an accurate and complete record of the Contractor's obligations with respect to Submittals including:

- (a) to substitute revised dates or information as may be permitted by the Contract Documents; and
- (b) to include information relating to new Submittals as may be required by BC Hydro from time-to-time, acting reasonably.

Either party's Representative may, from time to time and at any time recommend to the other party's Representative that adjustments are required to update the Submittal Schedule so that it is consistent with the then current Work Program and Schedule. Upon such recommendation, the Contractor will submit an updated Submittal Schedule to Hydro's Representative for Consent.

3 SUBMITTAL ENDORSEMENTS

3.1 Review and Consent Endorsements

Hydro's Representative will endorse a Submittal that is submitted for Review or Consent with one of the following four endorsements:

- (a) **"Accepted"** or **"Code 1"**, which will be deemed to mean that Hydro's Representative did not observe any aspect or element of the Submittal that did not comply with the Contract Documents and accordingly saw no reason why the Contractor should not proceed with that portion of the Work that is specifically the subject of the Submittal;
- (b) **"Proceed Except As Noted and Re-Submit"** or **"Code 2"**, which will be deemed to mean that, subject to the amendments or corrections or comments as noted in writing by Hydro's Representative, Hydro's Representative did not observe any aspect or element of the Submittal that did not comply with the Contract Documents and accordingly subject to such amendments or corrections or comments saw no reason why the Contractor should not proceed with that portion of the Work that is specifically the subject of the Submittal;
- (c) **"Do Not Proceed - Re-Submit as Noted"** or **"Code 3"**, which will be deemed to mean that, because of the noted portion(s) of the Work covered by the Submittal which Hydro's Representative is of the opinion do not comply with the Contract Documents, the Contractor should not proceed with the portion of the Work that is specifically the subject of the Submittal; or
- (d) **"Rejected"** or **"Code 4"**, which will be deemed to mean that Hydro's Representative is of the opinion that the Submittal does not comply with the Contract Documents and that the Contractor should not proceed with the portion of the Work that is specifically the subject of the Submittal.

Hydro Representative's written notes setting out the amendments or corrections or comments to a Submittal, as noted in this Section 3.1, may be noted on the Submittal or on a separate document accompanying the Submittal.

If a Submittal submitted by the Contractor is made up of more than one Submittal Item, Hydro's Representative may, notwithstanding anything to the contrary in this Schedule 5 [Submittals Procedure] endorse any individual Submittal Item in accordance with this Section 3.1 as if that Submittal Item was a Submittal.

3.2 Delivery of Endorsed Submissions by BC Hydro

Where Hydro's Representative is required by the Contract Documents to deliver a Submittal containing an endorsement to the Contractor, Hydro's Representative will deliver the Submittal to the Contractor as follows:

- (a) except as may be expressly directed or permitted otherwise in the Contract Documents, Hydro's Representative will submit all Submittals to the Contractor by way of delivery of the Submittal electronically to Site C Document Control, as described in Section 2.1 of Schedule 2 [General Conditions], and no Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the Submittal or related correspondence is so delivered to Site C Document Control; and
- (b) for the purposes of the delivery of a Submittal electronically under Section 3.2(a) of this Schedule 5 [Submittals Procedure], Section 5.2 of the Agreement will apply.

If a Submittal submitted by the Contractor is made up of more than one Submittal Item, Hydro's Representative may, notwithstanding anything to the contrary in this Schedule 5 [Submittals Procedure] deliver any individual Submittal Item in accordance with this Section 3.2 as if that Submittal Item was a Submittal.

3.3 Disputes Regarding a Submittal

If the Contractor disputes Hydro's Representative's interpretation of the Contract Documents with respect to a "Proceed Except As Noted and Re-Submit" endorsement, a "Do Not Proceed - Re-Submit as Noted" endorsement, or a "Rejected" endorsement on a Submittal delivered by Hydro's Representative under this Schedule 5 [Submittals Procedure] then the Contractor's Representative may within seven days of the Contractor's receipt of such comments refer the dispute to the Dispute Resolution Procedure. In the event of such dispute the Contractor will not proceed with that portion of the Work that is specifically the subject of the disputed endorsement or notations prior to the completion of the Dispute Resolution Process unless:

- (a) the Contractor accepts BC Hydro's interpretation of the Contract Documents and terminates the Dispute Resolution Process; or
- (b) BC Hydro gives a direction to the Contractor under Section 3.4 of Schedule 14 [Dispute Resolution Procedure].

If the Contractor determines that in order to maintain compliance with the Work Program and Schedule it is necessary for it to proceed in respect of the matter that is in Dispute, then following written notice to BC Hydro the Contractor will proceed in accordance with the position of BC Hydro, and the provisions of Section 3.4 of Schedule 14 [Dispute Resolution Procedure] will be deemed to apply.

If a Submittal submitted by the Contractor is made up of more than one Submittal Item and the Contractor disputes Hydro's Representative's interpretation of the Contract Documents with respect to a "Proceed Except As Noted and Re-Submit" endorsement, a "Do Not Proceed - Re-Submit as Noted" endorsement,

or a “Rejected” endorsement on that Submittal Item delivered by Hydro’s Representative under this Schedule 5 [Submittals Procedure], then the Contractor’s Representative may refer the dispute to the Dispute Resolution Procedure in accordance with this Section 3.3 as if that Submittal Item was a Submittal.

4 REVIEW AND CONSENT

4.1 Review

The following procedure (collectively, “**Review**”) will apply where the Contract Documents require that a Submittal is to be submitted for BC Hydro’s Review:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];
- (b) Hydro’s Representative will within 21 days (or such other period as may be specified in the Contract Documents) of receipt of the Submittal return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one of the four endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure];
- (c) subject to Section 5.1 of this Schedule 5 [Submittals Procedure], if Hydro’s Representative fails to return any Submittal or Submittal Item duly endorsed as described by Section 3.1 of this Schedule 5 [Submittals Procedure] within the time set out in Section 4.1(b) of this Schedule 5 [Submittals Procedure], that Submittal, or Submittal Item as the case may be, will be deemed to have been endorsed “Accepted” by BC Hydro and the Contractor will mark one copy of the Submittal or Submittal Item “Deemed Accepted” and deliver it to Hydro’s Representative in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure], and the Submittal or Submittal Item will thereafter be deemed to have been endorsed “Accepted”;
- (d) subject to Section 3.3 of this Schedule 5 [Submittals Procedure], the Contractor will comply with the direction of an endorsement as described in Section 3.1 of this Schedule 5 [Submittals Procedure],

and, for certainty:

- (e) the Contractor will promptly deliver to Hydro’s Representative for Review electronic copies of all Submittals that pursuant to the endorsements have been modified by the Contractor for Review; and
- (f) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro’s Representative under Section 3.1(b), Section 3.1(c) or Section 3.1(d) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract Documents to be re-submitted for Review, the Contractor will not proceed with any such Work prior to Hydro’s Representative returning that Submittal endorsed “Accepted”.

4.2 Consent

The following procedure (collectively, “**Consent**”) will apply where the Contract Documents require that a Submittal is to be submitted for BC Hydro’s Consent:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];

- (b) Hydro's Representative will within 30 days (or such other period as may be specified in the Contract Documents) of receipt of the Submittal return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one of the four endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure];
- (c) subject to Section 5.1 of this Schedule 5 [Submittals Procedure], if Hydro's Representative fails to return any Submittal or Submittal Item duly endorsed as described by Section 3.1 of this Schedule 5 [Submittals Procedure], that Submittal, or Submittal Item as the case may be, will be deemed to have been endorsed "Rejected" by BC Hydro and the Contractor will mark one copy of the Submittal or Submittal Item "Deemed Rejected" and deliver it to Hydro's Representative in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure], and the Submittal or Submittal Item will thereafter be deemed to have been endorsed "Rejected";
- (d) subject to Section 3.3 of this Schedule 5 [Submittals Procedure] the Contractor will comply with the direction of an endorsement as described in Section 3.1 of this Schedule 5 [Submittals Procedure],

and, for certainty:

- (e) the Contractor will promptly deliver to Hydro's Representative for Consent electronic copies of all Submittals that pursuant to the endorsements have been modified by the Contractor for Consent;
- (f) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(b), Section 3.1(c) or Section 3.1(d) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract Documents to be re-submitted for Consent the Contractor will not proceed with any such Work prior to Hydro's Representative returning that Submittal endorsed "Accepted"; and
- (g) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed "Rejected" pursuant to Section 4.2(c) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract Documents to be re-submitted for Consent, BC Hydro will within 14 days of receipt of such re-submitted Submittal return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one of the four endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure], and the remainder of Section 4.2 of this Schedule 5 [Submittals Procedure] will apply to such re-submitted Submittal.

4.3 Submittals Deemed for Review

Every Submittal will be deemed to be submitted to BC Hydro for Review except as expressly required otherwise in the Contract Documents.

5 GENERAL TERMS

5.1 General Grounds for Objection or Rejection

If the Contract Documents expressly provide that BC Hydro will act reasonably in connection with the consideration of a Submittal, Hydro's Representative may, acting reasonably, make comments in relation to, or reject, the Submittal specifically on any of the following grounds:

- (a) the Submittal:
 - (i) does not comply with, does not conform to, conflicts with, or is inconsistent with the requirements of the Contract Documents;

- (ii) is inconsistent with, or conflicts with, the contents, requirements or procedures described in a previously submitted related Submittal that was endorsed "Accepted";
- (iii) is not in compliance with Good Industry Practice;
- (iv) does not conform with the requirements of the applicable Submittal Schedule;
- (v) does not include the required content as required under Section 2.2 of this Schedule 5 [Submittals Procedure];
- (vi) would if implemented be expected to:
 - (A) endanger public safety; or
 - (B) give rise to a breach, or be in breach, of Laws or Permits.

5.2 Request for Further Information

If Hydro's Representative, acting reasonably and without delay, makes a written request to the Contractor for further or other information, data or documents in order to fully consider a Submittal:

- (a) the Contractor will, in a form that facilitates BC Hydro's use of the additional information:
 - (i) no later than seven days following such request, submit to Hydro's Representative such further or other information, data and documents; and
 - (ii) take all such steps as may be required to satisfy Hydro's Representative that the proposed information, data and documents or the Contractor's proposed course of action complies with the Contract Documents; and
- (b) the time periods referred to in Section 4.1 or Section 4.2 of this Schedule 5 [Submittals Procedure], as the case may be, will not commence to run until such time as Hydro's Representative has received the requested information, data or documents from the Contractor. The Contractor may request confirmation of receipt for the purposes of confirming the commencement of a time period.

5.3 Right to Require Work to be Corrected

If the Contractor proceeds with a portion of the Work that is specifically the subject of a Submittal, including without limitation any subsequent design, fabrication, assembly, construction or installation, prior to receiving an endorsement or deemed endorsement indicating that BC Hydro has no objection to such Work, then Hydro's Representative may:

- (a) direct the Contractor to uncover or disassemble and make good such Work at the Contractor's sole cost and expense and the provisions of Section 3.16(k) of Schedule 2 [General Conditions] will apply; or
- (b) direct the Contractor to make changes to the design or completed fabrication, assembly, construction or installation to the extent permitted under the Contract and make good such Work at the Contractor's sole cost and expense and the provisions of Section 3.16(k) of Schedule 2 [General Conditions] will apply.

5.4 Review and Consent no Waiver

Except as may be expressly set out otherwise in the Contract Documents, nothing in Hydro's Review or Consent will:

- (a) relieve or exempt the Contractor or any other Person for whom the Contractor is in law responsible from any of its or their obligations and liabilities under the Contract, at law or in equity;
- (b) constitute a waiver or release by BC Hydro of any duty or liability owed by the Contractor or any other Person to BC Hydro, or of any indemnity given by the Contractor to BC Hydro under the Contract;
- (c) create or impose any requirement, liability, covenant, agreement or obligation on BC Hydro; or
- (d) entitle the Contractor to make any claim against BC Hydro for, or to recover from BC Hydro, any losses or damages.

5.5 Changes

With respect to Hydro's Review and Consent:

- (a) If the Contractor considers that compliance with any endorsement, comment or objection raised by Hydro's Representative under this Schedule 5 [Submittals Procedure] would lead to a Change, the Contractor will, before taking into account such comment or objection, so notify BC Hydro in writing. If it is agreed by BC Hydro that such comments or objections would lead to a Change then the procedure as detailed in Schedule 12 [Changes] will apply. If the parties are unable to reach agreement as to whether such comment or objection would lead to a Change, then either party may refer the matter directly to the Referee in accordance with Schedule 14 [Dispute Resolution Procedure].
- (b) If BC Hydro requires alterations or additions to the Submittals or an aspect or portion of the design for which BC Hydro previously endorsed "Accepted" or "Proceed Except As Noted and Re-Submit", then to the extent only that those alterations or additions would lead to a Change, Section 4 of Schedule 12 [Changes] applies.
- (c) In all cases, the parties will cooperate to identify potential alternative solutions to any comments or objections raised that would not lead to a Change.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 6

SPECIFICATIONS AND DRAWINGS

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MAIN CIVIL WORKS CONTRACT
SCHEDULE 6
SPECIFICATIONS AND DRAWINGS

1 INTERPRETATION

1.1 Definitions

In this Schedule 6 [Specifications and Drawings], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**APEGBC**” means the Association of Professional Engineers and Geoscientists of British Columbia;

“**Drawings**” means all drawings contained in Appendix 2-5 [Proposal Extracts], Appendix 6-3 [Drawings] and otherwise prepared in accordance with the Contract Documents, as may be amended, deleted or added to pursuant to the terms of the Contract Documents;

“**Equivalent**” means materials, products or equipment that Hydro’s Representative has approved in writing may be used in substitution for materials, products or equipment specified in the Specifications or Drawings;

“**Marked Up IFC Drawing**” has the meaning set out in Clause 3.5(a) of this Schedule 6 [Specifications and Drawings];

“**Record Drawing**” has the meaning set out in Clause 3.4(a) of this Schedule 6 [Specifications and Drawings]; and

“**Specifications**” or “**Technical Specifications**” means the contents of Appendix 6-2 [Technical Specifications], as may be amended, deleted or added to pursuant to the terms of the Contract Documents.

1.2 Read Together

The Specifications and Drawings are complementary and will be read and interpreted together and, as the context requires, what is required by any one Specification or Drawing will be deemed to be required by all Specifications and Drawings.

1.3 Section References

In this Schedule 6 [Specifications and Drawings]:

- (a) when the phrase “this Section” is used in Appendix 6-2 [Technical Specifications], it refers to the section in which the reference is made. For illustration, when the phrase “this Section” is used in Section 13 60 00 [Diversion Hydromechanical Equipment] of Appendix 6-2 [Technical Specifications], the reference is to Section 13 60 00 [Diversion Hydromechanical Equipment] of Appendix 6-2 [Technical Specifications]; and
- (b) in Appendix 6-2 when the phrase “Section xx xx xx [Name of Section]” is used, it refers to another Section of Appendix 6-2 [Technical Specifications]. For illustration, “as specified in Section 05 12 23 [Structural Steel, Miscellaneous Metals and Embedded Parts]” is a reference to Section 05 12 23 [Structural Steel, Miscellaneous Metals and Embedded Parts] of Appendix 6-2 [Technical Specifications].

1.4 Miscellaneous

In this Schedule 6 [Specifications and Drawings]:

- (a) wherever the words “directed”, “required”, “permitted”, “approved”, “approval”, “specified”, “accepted” or “acceptance” are used, such words, as the context allows, will be deemed to be followed by the words “by Hydro’s Representative”, whether or not the latter words appear;
- (b) wherever the words “as indicated”, “where indicated” or “as otherwise indicated” are used, such words, as the context allows, will be deemed to be followed by the words “in the Contract Documents”, whether or not the latter words appear;
- (c) wherever the capitalized term “Equal” is used, it will be deemed to mean Equivalent;
- (d) any reference to “Ministry of Transportation and Infrastructure Representative” will, as the context may require, be deemed to be a reference to Hydro’s Representative;
- (e) no revision of any Technical Specification or Drawing that has been issued or approved by Hydro’s Representative will be valid unless and until the revision is approved by Hydro’s Representative in writing;
- (f) any requirement for Work on Site to be approved by BC Hydro, including Hydro’s Representative, before proceeding will be deemed to be a Hold Point;
- (g) any reference to the Work or the performance of the Work will be deemed to include work to be performed by a Subcontractor;
- (h) the words “confirmed in writing” or words with similar meaning shall be deemed to mean confirmed in writing in advance of the applicable action being taken or activity performed;
- (i) the words ‘re-work’ or ‘replacement’ or words with similar meaning shall be deemed to be mean that the Contractor will perform such re-work or replacement as part of the Work at no additional cost to BC Hydro;
- (j) the obligations are written as obligations of the Contractor except as expressly stated otherwise; and
- (k) reference to “Laws” will be deemed to include a reference to “Permits”.

2 ENGINEERING AND DRAFTING STANDARDS

Notwithstanding anything to the contrary in the Contract, the Contractor will, in preparing any Drawings, comply with the following, copies of which are in the Data Room and are included in the Contract by reference:

- (a) BC Hydro engineering standards as referenced in Appendix 6-2 [Technical Specifications]; and
- (b) BC Hydro’s drafting requirements for preparation of Drawings showing permanent works located in the Data Room (DR# 1016.REF.00670).

3 DRAWINGS

3.1 Drawings Provided to the Contractor

- (a) The Drawings in Appendix 6-3 [Drawings] include drawings provided to the Contractor, including as part of RFP #1824. Such Drawings are only intended to indicate the location, type and scope of Work and are not to be relied upon by the Contractor for construction of the Work.
- (b) As set out in Section 3.18 of Schedule 2 [General Conditions], only the IFC Drawings are to be used by the Contractor for construction of the Work.
- (c) The Contractor will verify on Site all levels and dimensions indicated on the IFC Drawings before commencing construction and will notify Hydro's Representative of any differences or discrepancies between the levels and dimensions measured on Site and such levels and dimensions on the IFC Drawings.
- (d) The Contractor will not determine any dimensions by taking measurements from the Drawings.

3.2 Drawings Provided by the Contractor

- (a) The Contractor will prepare and issue IFC Drawings for all aspects of Design-Build Work in accordance with Appendix 6-2 [Technical Specifications].
- (b) All Drawings required to be prepared by the Contractor under the Contract Documents will comply with the engineering and drafting standards specified in this Schedule 6 [Specifications and Drawings].

3.3 As-Constructed Information

- (a) For all Work, the Contractor will record as-constructed information concurrently with, and in any event no later than seven days after, the performance of such Work.
- (b) The Contractor will not conceal any Work until the required information is recorded in accordance with Sections 3.4 and 3.5 of this Schedule 6 [Specifications and Drawings].

3.4 Record Drawings

- (a) The Contractor will prepare Drawings for all aspects of the Design-Build Work that record the Work as-constructed by the Contractor ("**Record Drawings**").
- (b) All Record Drawings will:
 - (i) be marked "Record Drawing";
 - (ii) accurately show all as-constructed information, including:
 - (A) the final location, layout, dimensions and details of the Work in accordance with the Contract Documents;
 - (B) field changes of dimensions and details;
 - (C) changes to the Work made by Change Orders and Change Directives;

- (D) any details not included on the Drawings provided to the Contractor or on the drawings prepared by the Contractor; and
- (E) any other deviations from the Contract Documents;
- (iii) be based on the IFC Drawings prepared by the Contractor in their native file format, which for works incorporated into the permanent Work, will be AutoCAD 2014 or other software Accepted by Hydro's Representative;
- (iv) meet the requirements set out in APEGBC's Quality Management Guidelines entitled "Use of the APEGBC Seal"; and
- (v) be sealed, signed and dated by a Professional Engineer in accordance with APEGBC acceptable practice.

3.5 Marked-Up IFC Drawings

- (a) For all Work other than the Design-Build Work, the Contractor will mark-up the IFC Drawings provided to the Contractor for such Work to record any difference between such IFC Drawings and the Work constructed by the Contractor ("**Marked-Up IFC Drawings**").
- (b) All Marked-Up IFC Drawings will:
 - (i) be marked "Marked-Up IFC Drawing";
 - (ii) accurately, neatly and legibly show all as-constructed information, including:
 - (A) the final location, layout, dimensions and details of the Work in accordance with the Contract Documents;
 - (B) field changes of dimensions and details;
 - (C) changes to the Work made by Change Orders and Change Directives;
 - (D) any details not included on the Drawings provided to the Contractor or on the drawings prepared by the Contractor; and
 - (E) any other deviations from the Contract Documents;
 - (iii) be based on the IFC Drawings and supplementary Drawings (if any) provided by Hydro's Representative in PDF format; and
 - (iv) be prepared using Autodesk Design Review, or other software Accepted by Hydro's Representative.

3.6 Review of Drawings

- (a) No later than 60 days after the end of each calendar year, the Contractor will submit to Hydro's Representative for Review a full set of the Marked-Up IFC Drawings and Record Drawings for Work completed during that year, as follows:
 - (i) two copies of each drawing in hard copy form;

- (ii) one electronic copy of each Marked-Up IFC Drawing and supplementary drawing in its native Autodesk Design Review format, or other native file format Accepted by Hydro's Representative; and
 - (iii) one electronic copy of each Record Drawing in its native AutoCAD 2014 file format, or other native file format Accepted by Hydro's Representative.
- (b) Hydro's Representative may at any time request copies of the Record Drawings and Marked-Up IFC Drawings for review. The Contractor will submit electronic copies of the requested drawings no later than 72 hours after receiving such a request.

4 TEST AND SURVEY REPORTS

- (a) Where testing is required pursuant to Appendix 6-2 [Technical Specifications], the Contractor will submit the results of such testing to Hydro's Representative in a report which complies with the following requirements:
- (i) reporting for each type of test will conform to the requirements of the relevant standards specified in Appendix 6-2 [Technical Specifications];
 - (ii) the report will include, at a minimum:
 - (A) the location of the test or of the sampling of material tested in accordance with the UTM Zone 10 NAD 83 system;
 - (B) for material sampled or tested at the fabrication site, the approximate location of the destination of the material representative of the sample;
 - (C) the time, date and the weather conditions at the time of sampling or testing; and
 - (D) the names of the person(s) carrying out the sampling or testing; and
 - (iii) in addition to the requirements of Appendix 6-2 [Technical Specifications], all data will be submitted in comma-separated-value (.csv) format.
- (b) Surveying of the final surfaces of excavations and structures specified in Clause 3.2.1.1 of Section 01 11 10 [Scope of Work] will be provided in accordance with the UTM Zone 10 NAD 83 system and supplied to Hydro's Representative in comma-separated-value (.csv) format.

5 GENERAL

5.1 Language and Units

In the Specifications and Drawings:

- (a) The language to be used for all nameplates and documentation is English;
- (b) The units of measurement shall be the International System of Units (SI);
- (c) All instrument graduations and inscriptions shall comply with the SI system;
- (d) The Universal Transverse Mercator (UTM) LiDAR data produced for the Site C Project is to NAD-83 datum, UTM Zone 10 and orthometric heights; and

- (e) The standard drawing format is ISO A0.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 7

ENVIRONMENTAL OBLIGATIONS

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APPENDIX 7-1 CONTRACTOR ENVIRONMENTAL INCIDENT REPORT FORM

MAIN CIVIL WORKS CONTRACT

SCHEDULE 7

ENVIRONMENTAL OBLIGATIONS

1 INTERPRETATION

1.1 Definitions

In this Schedule 7 [Environmental Obligations], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Alteration Permit**” has the meaning set out in Section 11.2 of this Schedule 7 [Environmental Obligations];

“**CEMP**” means the Site C Clean Energy Project Construction Environmental Management Plan dated June 5, 2015, as it may be amended from time to time, a copy of which is available from BC Hydro on request;

“**Component Management Plan**” has the meaning set out in Section 5.1 of this Schedule 7 [Environmental Obligations];

“**Environmental Aspect Register**” has the meaning set out in Section 4.1 of this Schedule 7 [Environmental Obligations];

“**Environmental Coordinator**” has the meaning set out in Section 8.1 of this Schedule 7 [Environmental Obligations];

“**Environmental Incident**” means an event, act or omission that is, or has the potential to cause, a violation of any of the Environmental Requirements (such as, for illustration, a spill of oil, fuel or hazardous chemicals, or an unauthorized alteration, disruption, or destruction of aquatic or terrestrial habitat);

“**Environmental Manager**” has the meaning set out in Section 3.1 of this Schedule 7 [Environmental Obligations];

“**Environmental Monitor**” has the meaning set out in Section 7.1 of this Schedule 7 [Environmental Obligations];

“**Environmental Protection Plan**” or “**EPP**” has the meaning set out in Section 6.5 of this Schedule 7 [Environmental Obligations];

“**Environmental Requirements**” has the meaning set out in the CEMP;

“**Environmental Specifications**” has the meaning set out in the CEMP;

“**Environmental Tailboard Meeting**” has the meaning set out in Section 10.3 of this Schedule 7 [Environmental Obligations];

“**Environmentally Sensitive Area**” has the meaning set out in the CEMP;

“**First Nation Environmental Monitors**” has the meaning set out in Section 7.1 of this Schedule 7 [Environmental Obligations];

“Hazardous Products and Hazardous Substances Procedures” has the meaning set out in Section 12.3(a) of this Schedule 7 [Environmental Obligations];

“Heritage Specialist” has the meaning set out in Section 11.2 of this Schedule 7 [Environmental Obligations];

“Independent Environmental Monitor” means the person retained by BC Hydro under Section 1.4 of the CEMP to monitor the environmental impacts of the Project and report to government;

“Pre-Work Orientation” has the meaning set out in Section 10.2 of this Schedule 7 [Environmental Obligations];

“Qualified Environmental Professional” means the person(s) appointed by the Contractor under Section 6.1 of this Schedule 7 [Environmental Obligations]; and

“Stop Work Procedure” has the meaning set out in Section 6.5(m) of this Schedule 7 [Environmental Obligations].

2 GENERAL REQUIREMENTS

2.1 Compliance with Environmental Requirements, Component Management Plans and EPPs

The Contractor:

- (a) will be, and will cause the Subcontractors to be, fully knowledgeable of, and will cause the Subcontractors to, implement and comply with all the Environmental Requirements, all Component Management Plans and all EPPs as applicable to the performance of the Work at the Site;
- (b) will cause its employees and agents, and the employees and agents of the Subcontractors, to be fully knowledgeable of and will cause its employees and agents, and the employees and agents of the Subcontractors, to implement and comply with all Component Management Plans and EPPs as applicable to the performance of the Work at the Site;
- (c) without limiting Section 3.1 of Schedule 2 [General Conditions], will ensure that the construction means, methods, techniques, sequences and procedures for the Work comply with all the Environmental Requirements, all Component Management Plans and all EPPs as applicable to the performance of the Work at the Site;
- (d) will comply with all mitigation, management and monitoring plans referenced in Section 2.3 of the Heritage Resources Management Plan which is located in the Data Room at Site C Data Portal > Environment > Other Environmental Documents, and if an applicable Governmental Authority requires BC Hydro to prepare or modify such plans then the Contractor will cooperate with and assist BC Hydro in the preparation and modification of such plans; and
- (e) will collaborate with BC Hydro in the identification and design of mitigation measures within the Contractor’s Work Areas, where appropriate.

2.2 Costs borne by the Contractor

If unauthorized damage to the environment occurs, or threatens to occur, then the Contractor will, except to the extent the damage or threatened damage was or will be caused directly by BC Hydro, or a Person for whom BC Hydro is in law responsible (other than the Contractor and those engaged by or through the Contractor, including Subcontractors), pay all costs incurred to rectify that damage and comply with this Schedule 7 [Environmental Obligations].

3 ENVIRONMENTAL MANAGER

3.1 Environmental Manager

At all times during the performance of the Work the Contractor will employ a person as environmental manager for the performance of the Work (the “**Environmental Manager**”). The Environmental Manager will be a Key Individual. The Environmental Manager will have experience and expertise in the management and coordination of environmental requirements for a project similar in size and complexity to the Project and the Work, satisfactory to BC Hydro acting reasonably. Notwithstanding any provision of the Contract Documents, the Environmental Manager’s position will be full time, on Site.

3.2 Environment Manager Responsibilities

The Environmental Manager will have generally responsibility for the Contractor’s compliance with the Contractor’s environmental obligations in the performance of the Work as set out in the Contract Documents. The Environmental Manager’s obligations will include:

- (a) oversee and coordinate the Contractor’s environmental resources, including Environmental Monitors, Environmental Coordinators and Qualified Environmental Professionals;
- (b) oversee and coordinate the Contractor’s environmental team to develop, approve, update and communicate EPPs as required by the Contract Documents;
- (c) oversee and coordinate the implementation of the requirements of each EPP in the performance of the Work;
- (d) sign all plans and procedures prepared by Qualified Environmental Professionals;
- (e) ensure that all environmental reporting as required by this Schedule 7 [Environmental Obligations] meets all applicable requirements set out in the Contract Documents;
- (f) coordinate and assist with environmental communications and training, including training on emergency response procedures, Environmental Incident procedures and Stop Work Procedures;
- (g) prepare, maintain and update the Environmental Aspect Register as required by this Schedule 7 [Environmental Obligations];
- (h) coordinate with the Quality Manager as required to ensure that all of the Contractor’s environmental obligations as set out in this Schedule 7 [Environmental Obligations] are performed in compliance with the Quality Management System, as applicable;
- (i) manage environmental inspection and monitoring activities;
- (j) analyze environmental testing results, report the results to the Contractor’s senior management team as necessary, and ensure that any follow-up action that may be required is completed in a timely manner;
- (k) review and approve audit and non-conformance reports, and summarize results and recommendations for the Contractor’s senior management team to review; and
- (l) ensure prompt correction of any environmental non-conformances.

4 ENVIRONMENTAL ASPECT REGISTER

4.1 Environmental Aspect Register

The Contractor will, within 90 days of the Effective Date, prepare and submit for Review an environmental aspect register (the “**Environmental Aspect Register**”) in a form satisfactory to BC Hydro acting reasonably, setting out all of the environmental requirements applicable to the performance of the Work at the Site. The Environmental Aspect Register will include details such as:

- (a) identification of applicable Environmental Requirement, including applicable provision of the relevant Permit, EAC condition or Federal Decision Statement condition;
- (b) identification of applicable EPP;
- (c) description of the nature and scope of Work covered by the EPP, including a description of the sub-components of the EPP;
- (d) identification of Contractor representative responsible for Work covered by the EPP;
- (e) method of environmental compliance;
- (f) method and frequency of reporting;
- (g) status of compliance with each EPP sub-component during the reporting period; and
- (h) description of any events of non-compliance during the reporting period.

4.2 Environmental Aspect Register Updates

The Contractor will, as may be required from time to time, update the Environmental Aspect Register to reflect any additional requirements that may arise to reflect actual conditions encountered at the Site, and to reflect changes to the environmental obligations applicable to the performance of the Work at the Site, including changes in applicable Law (including regulatory requirements), changes in biophysical conditions at the Site or changes to the Contractor’s means, methods, techniques, sequences and procedures for the performance of the Work, and submit such updated Environmental Aspect Register for Review.

5 COMPONENT MANAGEMENT PLANS

5.1 Component Management Plans

Without limiting any of the Contractor’s obligations under this Schedule 7 [Environmental Obligations], including in particular Section 6.5 of this Schedule 7 [Environmental Obligations], the Contractor will, at least 30 days prior to the commencement of any Work at the Site, prepare and submit for Review detailed component management plans (each, a “**Component Management Plan**”) setting out the Contractor’s proposed minimum requirements for complying with the Environmental Requirements applicable to the Work performed at the Site, with respect to general components of the Work including:

- (a) air quality;
- (b) vegetation and invasive plants;
- (c) erosion prevention and sediment control;
- (d) soil management, site restoration and re-vegetation;

- (e) blasting;
- (f) contamination and contaminated sites;
- (g) fisheries and aquatic habitat (covering, at a minimum, riparian habitat protection, sediment, work timing and salvage);
- (h) fuel handling and storage;
- (i) groundwater protection;
- (j) hazardous waste;
- (k) heritage recourses;
- (l) noise and vibration;
- (m) spill prevention and response;
- (n) surface water quality;
- (o) waste;
- (p) wildlife;
- (q) human-wildlife conflict;
- (r) restricted activity and work avoidance zone; and
- (s) acid rock drainage and metal leaching.

The Contractor will not perform any element of Work at the Site until the applicable Component Management Plan(s) has been submitted for Review and returned endorsed, or deemed endorsed, "Accepted".

5.2 Amendments to Component Management Plans

The Contractor will cause the Qualified Environmental Professional to review and amend as necessary each Component Management Plan from time to time so that each Component Management Plan at all times complies with the CEMP and the Environmental Requirements. Prior to implementing any amendments to a Component Management Plan in the performance of the Work, the Contractor will submit such proposed amendments to Hydro's Representative for Review.

6 ENVIRONMENTAL PROTECTION PLAN

6.1 Qualified Environmental Professional

The Contractor will, with respect to every element of the Work to be performed at the Site, appoint a Qualified Environmental Professional(s) who:

- (a) is knowledgeable about the scope of the Work that will be performed at the Site; and
- (b) has experience and expertise,

to prepare an EPP as required by this Schedule 7 [Environmental Obligations].

6.2 Lead Qualified Environmental Professional

Without limiting Section 6.1 of this Schedule 7 [Environmental Obligations], the Contractor will appoint a Qualified Environmental Professional to act as the lead Qualified Environmental Professional, who will be responsible for the management and supervision of:

- (a) each Qualified Environmental Professional appointed pursuant to Section 6.1 of this Schedule 7 [Environmental Obligations];
- (b) each Environmental Monitor engaged pursuant to Section 7.1 of this Schedule 7 [Environmental Obligations]; and
- (c) any other technical specialist, consultant or support that the Contractor retains with respect to the performance of the Work described in this Schedule 7 [Environmental Obligations].

6.3 Qualifications of Qualified Environmental Professional

Each Qualified Environmental Professional appointed pursuant to Section 6.1 or Section 6.2 of this Schedule 7 [Environmental Obligations] must be:

- (a) an applied scientist or technologist who specializes in a relevant applied science or technology, including agrology, forestry, biology, engineering, geomorphology, geology, hydrology, hydrogeology or landscape architecture;
- (b) a member in good standing registered with the appropriate professional association in British Columbia, acting under such association's Code of Ethics and subject to disciplinary action by such association; and
- (c) reasonably relied on to provide advice within his or her area of expertise through demonstrated suitable education, experience, accreditation and knowledge relevant to his or her field.

6.4 Review of CEMP

The Contractor will require that each Qualified Environmental Professional appointed will review and be knowledgeable of the CEMP and identify the provisions that may be applicable to the scope of Work to be performed at the Site.

6.5 EPPs

In advance of any element of Work performed at the Site the Contractor will require a Qualified Environmental Professional to prepare a written, detailed environmental protection plan (an "**Environmental Protection Plan**" or "**EPP**") in respect of such Work that includes:

- (a) a clear statement of objectives;
- (b) a description of potential Project effects and safety hazards, through consideration of baseline conditions and sensitive receptors;
- (c) clear documentation of applicable legislative requirements that must be adhered to, as well as BC Hydro policies, guidelines and other best management practices that will be followed;
- (d) a description of worker qualifications and training requirements pertaining to each of the plans associated with the CEMP;

- (e) a description of the particular Work activities and location to which the EPP applies, including mapping at a suitable scale;
- (f) identification of the specific applicable Environmental Requirements, including applicable Environmental Specifications;
- (g) identification of any Environmentally Sensitive Areas;
- (h) a determination of required relevant mitigation measures;
- (i) a description of environmental monitoring required during the performance of the Work at the Site covered by the EPP, including details regarding the type and frequency of observations and data collection, the methodologies of monitoring, and the protocols that will be followed. The environmental monitoring must be sufficient to reliably confirm that the performance of the Work complies with the EPP;
- (j) a description of environmental reporting required during the performance of the Work at the Site covered by the EPP, including:
 - (i) a reporting process or mechanism to confirm whether the performance of the Work or component of the Work at the Site to which such EPP relates complies with such EPP having regard to the nature of the Work or component of the Work, and to the Environmental Requirements and CEMP;
 - (ii) any required testing or sampling to confirm that Work is proceeding in compliance with the Environmental Requirements;
 - (iii) the type, content and frequency of the environmental reports to be prepared by an Environmental Monitor (using a template and format acceptable to BC Hydro) that the Contractor will submit to BC Hydro and to the Independent Environmental Monitor, which will include:
 - (A) a description of Work performed at the Site covered by the report;
 - (B) a description of environmental monitoring activities covered by the report;
 - (C) results of testing of environmental attributes, if any, as they become available;
 - (D) a description of environmental issues and corresponding mitigation measures implemented, if any; and
 - (E) a description of photographs (accompanied by identifying information such as date and location) documenting the Work activities, environmental issues, and corresponding mitigation measures implemented; and
 - (iv) the content of an annual report (in the format as may be specified by BC Hydro) for each calendar year in which the Work or component of the Work at the Site to which the EPP relates is performed, submitted by the following January 15, including:
 - (A) the quantity of each type of fuel consumed at the Site during the preceding year; and
 - (B) the production throughput for the preceding year of on-Site processes that contribute to greenhouse gas emissions; and

- (v) a requirement that each environmental report that the Contractor is required to submit under the EPP will be signed by a Qualified Environmental Professional;
- (k) a noise management program that describes:
 - (i) any construction activities that create noise that could reasonably be expected to disturb residents in close proximity to the Site; and
 - (ii) the mitigation measures the Contractor will undertake to lessen the impact of the noise created by such construction activities;
- (l) a description of the procedure to be followed in the event of an Environmental Incident, including identification and implementation of mitigation measures and remedial or corrective actions; and
- (m) a description of the procedure to be followed in the event that an order to stop any of the Work is issued, including the identification of the person(s) with the authority to stop and restart the Work (the “**Stop Work Procedure**”).

The Qualified Environmental Professional will sign the EPP(s) confirming that the Qualified Environmental Professional reviewed the CEMP in preparation for writing the EPP, and that the EPP complies with the requirements of this Section 6.5 and with the CEMP, as it may be modified as of the date of the EPP.

6.6 Minimum Required EPPs

Without limiting any of the Contractor’s obligations under Section 6.5 of this Schedule 7 [Environmental Obligations], the Contractor will, at a minimum, prepare EPPs in respect of the following scopes of Work:

- [REDACTED]

6.7 Submittal of Environmental Protection Plans

At least 30 days before commencing the performance of any Work or component of Work at the Site, the Contractor will submit the EPP in respect of such Work, prepared in compliance with Section 6.5 of this Schedule 7 [Environmental Obligations], to BC Hydro for Review. The Contractor will not perform any element of Work at the Site for which an EPP has not been prepared and endorsed "Accepted".

6.8 Amendments to Environmental Protection Plans

The Contractor will cause the Qualified Environmental Professional to review and amend as necessary each EPP from time to time so that each EPP at all times complies with the CEMP and the Environmental Requirements. If at any time the Qualified Environmental Professional identifies the need for an amendment to an EPP, including an amendment to measures as described in the EPP or the addition of new measures, then the Contractor will stop or suspend the performance of the Work that is covered by the amendment as may be required to give effect to the pending amendment. Prior to implementing any amendments to an EPP, the Contractor will submit proposed amendments to Hydro's Representative for Review.

7 ENVIRONMENTAL MONITORS

7.1 Environmental Monitors

The Contractor will engage one or more qualified monitors (each, an "**Environmental Monitor**") to conduct the environmental monitoring as described and required in each EPP. An Environmental Monitor will be required to:

- (a) perform the monitoring, if any, as specifically required in an EPP, and otherwise generally monitor the performance of the Work at the Site to confirm it is being performed in accordance with the requirements of the applicable EPP; and
- (b) in the event that the Environmental Monitor observes any Work or component of the Work at the Site being conducted in breach of the applicable EPP, immediately notify the Contractor's designated person in accordance with the Stop Work Procedure. When an order to stop any of the Work is issued pursuant to the Stop Work Procedure, the Environmental Monitor will submit a report to BC Hydro and the Independent Environmental Monitor describing the particular Work, location and time of such breach, and the element of the EPP that was breached.

The Contractor will use reasonable commercial efforts to engage members of local Aboriginal groups to assist the Contractor in complying with the requirements of Section 2.3.1 of the CEMP ("**First Nation Environmental Monitors**").

If any Work or component of the Work is stopped pursuant to the Stop Work Procedure, the Contractor will not restart the particular Work until the Environmental Monitor is satisfied that such Work can proceed in compliance with the applicable EPP.

Prior to an Environmental Monitor commencing any environmental monitoring of Work at the Site the Contractor will review with the Environmental Monitor the reporting procedures which the Environmental Monitor will follow in the event of an Environmental Incident as described in Section 9.2 of this Schedule 7 [Environmental Obligations].

8 ENVIRONMENTAL COORDINATOR

8.1 Environmental Coordinator

The Contractor will engage an environmental coordinator (the “**Environmental Coordinator**”) who will be required to facilitate implementation of environmental mitigation measures that the Contractor is required to undertake pursuant to this Schedule 7 [Environmental Obligations], including the following:

- (a) ensure that all applicable environmental restrictions are integrated into the Contractor’s construction means, methods, techniques, sequences and procedures for the Work;
- (b) coordinate environmental mitigation measures, including wildlife, heritage and surveying requirements as set out in the Contract Documents, with the Contractor’s personnel;
- (c) communicate with the Environmental Monitor, as required, to identify any perceived or anticipated environmental concerns; and
- (d) participate in Contractor environmental overview training as described in Section 10.1 of this Schedule 7 [Environmental Obligations].

9 ADDITIONAL ENVIRONMENTAL REPORTING

9.1 Environmental Completion Report

The Contractor will, at the completion of the performance of the Work or component of the Work at the Site to which an EPP relates, submit to BC Hydro and to the Independent Environmental Monitor a report prepared by an Environmental Monitor using the template and format specified by BC Hydro, which will, at a minimum, include the following:

- (a) a summary of the Work activities on Site;
- (b) a summary of the environmental management activities completed during the performance of the Work;
- (c) a description of any environmental issues encountered during the Work on Site, and the management and mitigation measures used to resolve those issues; and
- (d) representative Site photographs.

9.2 Environmental Incidents

The Contractor will establish reporting procedures to be followed by the Contractor and Subcontractors, and their respective employees in the event of an Environmental Incident, including reporting to the Qualified Environmental Professional and to the Contractor’s Representative. The Contractor will submit the reporting procedure to BC Hydro for Review.

In the event of an Environmental Incident, the Contractor will:

- (a) immediately report the Environmental Incident to BC Hydro and to the Independent Environmental Monitor and will, within five Business Days or such longer time as the circumstances may reasonably require, deliver to BC Hydro and to the Independent Environmental Monitor a written Environmental Incident report which includes, to the extent applicable to the Environmental Incident:
 - (i) photo documentation of the Environmental Incident; and

- (ii) descriptions of:
 - (A) the cause and nature of the Environmental Incident;
 - (B) the approximate magnitude and duration of the Environmental Incident;
 - (C) the area or habitat affected by the Environmental Incident;
 - (D) the environmental resources affected by the Environmental Incident;
 - (E) the results of any sample analyses taken in conjunction with the Environmental Incident;
 - (F) mitigation measures taken to control or limit the activity causing the Environmental Incident;
 - (G) additional proposed remedial or corrective actions recommended to address the Environmental Incident;
 - (H) communications held with Project personnel with respect to the Environmental Incident;
 - (I) communications with any third parties with respect to the Environmental Incident; and
 - (J) the collection of samples which were required to characterize the extent and nature of the Environmental Incident; and
- (b) if the Environmental Incident is required under any applicable Laws or Permits to be reported to a Governmental Authority, immediately complete such report in accordance with the requirements of the applicable Laws or Permits.

Without limiting Section 9.2(a) of this Schedule 7 [Environmental Obligations], the Contractor will, in reporting an Environmental Incident, use the incident report form set out in Appendix 7-1 [Contractor Environmental Incident Report Form], or such other form as Hydro's Representative may from time to time require.

10 ORIENTATION, TRAINING AND ENVIRONMENTAL TAILBOARD MEETINGS

10.1 Environmental Overview Training

Prior to commencing the performance of the Work at the Site, the Contractor will hold, and will cause its field crew supervisors, Environmental Monitors and the Environmental Coordinator to attend an environmental overview and training workshop, which will include the following, as applicable to the scope of the Work at the Site:

- (a) the requirements of the EPPs applicable to the scope of the Work;
- (b) the roles and responsibilities of BC Hydro, the Contractor, the Environmental Manager, the Environmental Coordinator, the Qualified Environmental Professional(s), and the Environmental Monitors;
- (c) environmental mapping of Environmentally Sensitive Areas; and
- (d) procedures for reporting of Environmental Incidents and emergencies.

10.2 Pre-Work Orientation

The Contractor will hold, and will cause all of its employees and agents, and the Subcontractors and their employees and agents to attend, a pre-work orientation meeting (a “**Pre-Work Orientation**”) prior to commencing the performance of the Work or component of the Work at the Site to inform its employees and agents, and the Subcontractors and their employees and agents of the Site-specific environmental requirements set out in the applicable EPP(s). The Contractor will document all Pre-Work Orientations and provide such documentation to BC Hydro upon request.

10.3 Environmental Tailboard Meetings

The Contractor will, prior to commencing the performance of the Work at the Site, and at regular intervals thereafter as required by the nature of the Work, hold field crew environmental tailboard meetings (each, an “**Environmental Tailboard Meeting**”) to discuss information including the following, as applicable:

- (a) Environmentally Sensitive Areas, potential effects and applicable mitigation measures; and
- (b) construction activities planned.

The Contractor will document all Environmental Tailboard Meetings and provide such documentation to BC Hydro upon request.

11 **HERITAGE REQUIREMENTS**

11.1 Heritage Resources

Prior to the commencement of the Work at the Site, BC Hydro intends to complete all required archaeological excavations in accordance with the requirements of the *Heritage Conservation Act* (British Columbia), and any other planned mitigation of heritage resources that are located within known heritage sites.

11.2 Heritage Specialist

BC Hydro will retain a heritage management firm (the “**Heritage Specialist**”). BC Hydro will instruct the Heritage Specialist to complete all activities as required to obtain and comply with a Permit (each, an “**Alteration Permit**”) issued under Section 12 of the *Heritage Conservation Act* (British Columbia).

The Contractor will, as part of the Work, cooperate with the Heritage Specialist in the preparation of EPPs so as to include heritage requirements, if any, applicable to the scope of Work covered by the applicable EPP. Such requirements may be as set out in the CEMP, or as specified in an Alteration Permit, and could include heritage surface inspection or heritage monitoring as described in Section 11.4 of this Schedule 7 [Environmental Obligations], or archaeological excavations to recover artifacts.

11.3 Template for EPP Heritage Requirements

BC Hydro has prepared a template document outlining the heritage requirements anticipated to be included in an EPP as described in Section 11.2 of this Schedule 7 [Environmental Obligations], which is located in the Data Room at Site C Data Portal > Environment > Other Environmental Documents. This template is a reference document only and is expressly not included as a Contract Document, and will not be referred to in any way whatsoever, in whole or in part, in the interpretation of the Contractor’s obligations under the Contract.

11.4 Surface Inspections and Monitoring

If the Work includes Stripping, Grubbing or excavation of the top 0.6 m soil horizon within known archaeological sites as shown on the Archaeological Site shapefile located in the Data Room at Site C Data Portal > Spatial Data > Archaeology, then:

- (a) if the Work will be performed in an area that is free of snow, the Heritage Specialist will complete archaeological surface inspections (survey and collection of artifacts) after the completion of the Stripping, Grubbing or excavation of the top 0.6 m soil horizon; and
- (b) if the Work will be performed in an area that is not free of snow, and the Contractor wishes to proceed with Stripping, Grubbing or excavation of the top 0.6 m soil horizon during snow covered conditions, then BC Hydro will retain a Qualified Environmental Professional to monitor such Work as it proceeds, subject to the requirements of an applicable Alteration Permit, and during the course of such Work, for the purpose of paleontological mitigation, the Contractor will cooperate with the Heritage Specialist to accommodate BC Hydro's Qualified Environmental Professional to conduct periodic surface inspection and collection of paleontological resources.

11.5 Schedule Impacts of Heritage Requirements

Accommodating the requirements of Section 11 of this Schedule 7 [Environmental Obligations] will be a part of the Work and will not entitle the Contractor to make a claim for additional compensation or an extension of time for the performance of the Work, except if the heritage requirements would not have been apparent to a qualified and experienced contractor in the circumstances, in which case the provisions of Section 5.1 of Schedule 2 [General Conditions] will apply.

If the Contractor anticipates delays associated with archaeological excavations, surface inspection and collection of paleontological resources it will notify Hydro's Representative in advance of such archaeological excavations, surface inspections or paleontological mitigation proceeding.

11.6 Chance Finds

During the performance of the Work, the Contractor will be responsible for implementing heritage chance find procedures in accordance with BC Hydro's Heritage Resources Management Plan (located in the Data Room at Site C Data Portal > Environment > Other Environmental Documents) and the Contractor's applicable EPP.

Notwithstanding Section 11.5 of this Schedule 7 [Environmental Obligations], in the event that a chance find is discovered at the Site the Contractor will be entitled to a Change under Schedule 12 [Changes].

12 HAZARDOUS SUBSTANCES

12.1 General Obligations

- (a) The Contractor will use, transport, store, remove and dispose of Hazardous Substances and Hazardous Products on the Site in accordance with all Laws and Permits.
- (b) Prior to the Contractor's commencement of any Work at the Site, the Contractor will request from BC Hydro, and BC Hydro will provide to the Contractor, information concerning any Hazardous Substances or Hazardous Products at the Site of which Hydro's Representative is aware and that might present risks to health, safety and the environment in the Contractor's performance of the Work.

12.2 Discovery of Hazardous Substances and Hazardous Products

- (a) If, in the performance of the Work, the Contractor discovers or encounters material on the Site which is, or which appears to be, a Hazardous Substance or a Hazardous Product that has not been identified in the Contract Documents, or is in receipt of information, which a reasonable person would consider reliable, that a Hazardous Substance or a Hazardous Product may be encountered in the performance of the Work, then the Contractor will immediately stop its activities in the affected area and give notice to Hydro's Representative.
- (b) The circumstances described in Section 12.2 of this Schedule 7 [Environmental Obligations], when encountered by the Contractor, will entitle the Contractor to claim a Change pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of such Site conditions, or, in any event, promptly after the date when the Contractor should reasonably have become aware of such Site conditions.
- (c) Nothing in Section 12.2 of this Schedule 7 [Environmental Obligations] will be construed as imposing any liability on the Contractor with respect to Hazardous Substances or Hazardous Products that existed at the Site prior to the commencement of the Contractor's Work at the Site, including for the disposal of such Hazardous Substances.

12.3 Hazardous Products and Hazardous Substances Procedures

- (a) The Contractor will engage a Qualified industrial hygienist to develop systems, procedures and methods (the "**Hazardous Products and Hazardous Substances Procedures**") for handling, containing, transporting and disposing of Hazardous Products and Hazardous Substances, as required for the performance of the Work in compliance with Laws and Permits.
- (b) The Contractor will, prior to the commencement of the use of a Hazardous Product or Hazardous Substance at Site, submit to Hydro's Representative for Review a list of such Hazardous Products and Hazardous Substances. The Contractor will provide to Hydro's Representative on request a sample of any Hazardous Product or Hazardous Substance proposed to be used at the Site, for testing.
- (c) The Contractor will implement and comply with the Hazardous Products and Hazardous Substances Procedures, subject to the provisions of Schedule 10 [Safety].
- (d) During the performance of the Work, the Contractor will provide notice to Hydro's Representative and, where applicable, the Prime Contractor, of any additional Hazardous Products or Hazardous Substances generated or encountered by the Contractor, or brought on to the Site by the Contractor in the performance of the Work.

MAIN CIVIL WORKS CONTRACT

APPENDIX 7-1

CONTRACTOR ENVIRONMENTAL INCIDENT REPORT FORM

(see attached)

MAIN CIVIL WORKS CONTRACT

SCHEDULE 8

QUALITY MANAGEMENT

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 8

QUALITY MANAGEMENT

1 INTERPRETATION

1.1 Definitions

In this Schedule 8 [Quality Management], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Audit**” has the meaning set out in ISO 9000;

“**Construction Quality Management Plan**” has the meaning set out in Appendix 8-2 [Construction Quality Management Plan];

“**Corrective Action**” has the meaning set out in ISO 9000;

“**Design Quality Management Plan**” has the meaning set out in Appendix 8-1 [Design Quality Management Plan];

“**External Quality Audit**” has the meaning set out in Section 6.1 of this Schedule 8 [Quality Management];

“**Final Quality Report**” has the meaning set out in Section 7.3 of this Schedule 8 [Quality Management];

“**Hold Point**” means a point in the performance of a component or element of the Work past which the Contractor will not proceed without the prior written approval of Hydro’s Representative;

“**Inspection**” has the meaning set out in ISO 9000;

“**Inspection and Test Plans**” has the meaning as set out in Appendix 8-2 [Construction Quality Management Plan];

“**Internal Quality Audit**” has the meaning set out in Section 6.1 of this Schedule 8 [Quality Management];

“**ISO**” means the series of standards, developed and published by the International Organization for Standardization in effect as of the Effective Date, which for certainty includes ISO 9000 and ISO 9001;

“**Nonconformity**” means an element of the Work that for any reason does not conform to the requirements of the Contract Documents;

“**Nonconformity Report**” has the meaning set out in Section 8.1(a)(ii) of this Schedule 8 [Quality Management];

“**Nonconformity Tracking System**” has the meaning set out in Section 8.2 of this Schedule 8 [Quality Management];

“**Preventive Action**” has the meaning set out in ISO 9000;

“**Quality**” has the meaning set out in ISO 9000;

“Quality Documentation Submittals” has the meaning set out in Section 3.1 of this Schedule 8 [Quality Management];

“Quality Management” has the meaning set out in ISO 9000;

“Quality Management Plans” means the Design Quality Management Plans and the Construction Quality Management Plans;

“Quality Management System” or **“QMS”** has the meaning set out in ISO 9000;

“Quality Manager” has the meaning set out in Section 4.1 of this Schedule 8 [Quality Management];

“Quality Manual” has the meaning set out in Section 3.2 of this Schedule 8 [Quality Management];

“Quality Objectives” has the meaning set out in ISO 9000;

“Quality Policy” has the meaning set out in ISO 9000;

“Quality Progress Report” has the meaning set out in Section 4.2(h) of this Schedule 8 [Quality Management];

“Quality Record” has the meaning set out in Section 7.1 of this Schedule 8 [Quality Management]; and

“Witness Point” means a point in the performance of a component or element of the Work, as defined in the Contract Documents, for which BC Hydro is entitled to review the Work performed before the Contractor proceeds with related Work.

2 QUALITY MANAGEMENT SYSTEM

2.1 Quality Management System

The Contractor will develop and implement a Quality Management System in accordance with the requirements of this Schedule 8 [Quality Management] and the terms of this Contract. The Contractor is solely responsible for the Quality of the Work and the Contractor acknowledges that a comprehensive Quality Management System is critical for the proper and timely completion of the Work.

2.2 Contractor Responsibilities

The Contractor is responsible for all Quality activities required to manage the performance of the Work including its own processes as well as those of all Subcontractors, and will require that all workers, including Subcontractors’ workers comply with the requirements of the Quality Management System.

2.3 Quality Management System Requirements

The Contractor’s Quality Management System will comply with:

- (a) the requirements and principles of the ISO 9001 Standard;
- (b) Good Industry Practice; and
- (c) all other requirements set out in this Schedule 8 [Quality Management] and the other terms and conditions of this Contract.

3 QUALITY DOCUMENTATION SUBMITTALS

3.1 Submittals

Without limitation to the requirements of ISO 9001, the Contractor will prepare and submit all documents and deliverables required to be submitted to BC Hydro pursuant to the Contract Documents (collectively, the “**Quality Documentation Submittals**”) in accordance with the requirements of this Schedule 8 [Quality Management], and, except as expressly stated in the Contract Documents to be submitted for Consent or For Information Only, the Quality Documentation Submittals will be submitted for Review.

3.2 Quality Manual and Quality Management Plans

The Contractor will prepare and submit to Hydro’s Representative for Consent within 90 days after the Effective Date a Quality manual (the “**Quality Manual**”) that describes the Quality Management System for all aspects of the Work. The Quality Manual will describe and establish the Quality Policy and Quality Objectives for all aspects of the Work and, in accordance with the requirements of the ISO 9001 Standard, will describe the processes that will be established, implemented, controlled, and continually improved to achieve the established Quality Policy and Quality Objectives.

The Contractor will prepare and submit to BC Hydro for Consent Quality Management Plans in accordance with Appendix 8-1 [Design Quality Management Plan] and Appendix 8-2 [Construction Quality Management Plan] to this Schedule 8 [Quality Management].

3.3 Continual Improvement in Quality Management System

The Contractor will implement a program and will have mechanisms in place, such as management reviews and Quality Audit programs, that will record, track, implement or close out all identified opportunities for improvement. The Contractor will conduct reviews of the continual improvement program no less than annually.

The continual improvement program will be applied to continually improve the effectiveness and efficiency of the Quality Management System. Improvements to the Quality Management System will be documented and updates will be submitted to BC Hydro so that BC Hydro at all times has the Contractor’s current Quality Manual.

3.4 BC Hydro’s Right to Audit QMS

BC Hydro may at any time and from time to time audit any element of the Contractor’s Quality Management System. The Contractor will submit to BC Hydro any Quality Management procedures or Quality Management documentation in respect of the Work as may be requested by BC Hydro.

4 QUALITY MANAGER

4.1 Qualifications, Appointment and General Responsibilities

At all times during the performance of the Work the Contractor will employ a person as Quality manager (the “**Quality Manager**”) with the qualifications as set out below who will, irrespective of such person’s other responsibilities, have defined authority for ensuring the establishment, implementation and maintenance of the Quality Management System in the performance of the Work and auditing and reporting on the performance of the Quality Management System during the performance of the Work. The Quality Manager will be a full time role, with no other responsibilities. The Quality Manager will:

- (a) report to or have delegation from the Contractor’s Representative for Quality matters with respect to the Work independently from persons responsible for the performance of the Work;

- (b) be either:
 - (i) a certified QMS Lead Auditor; or
 - (ii) have experience in a similar quality management representative role for a similar project; and successfully completed an ISO 9001 Lead Auditor course; and
- (c) be either:
 - (i) a Professional Engineer with a minimum of ten (10) years of relevant experience; or
 - (ii) an individual with a minimum of twenty (20) years of relevant experience.

4.2 Specific Responsibilities

Without limiting the generality of the foregoing, the job specification and responsibilities of the Quality Manager will include the following:

- (a) develop, implement and maintain, and ensure the effective operation of the Quality Management System;
- (b) initiate management reviews, not less frequently than annually, and take other actions necessary to ensure the effective operation and continual improvement of the Quality Management System;
- (c) develop, implement and maintain, and ensure the effective operation of, the Quality Management Plans in the context of the Quality Management System;
- (d) manage, and if appropriate delegate, Quality assurance and Quality control activities as part of the Quality Management Plans for the Work;
- (e) lead a Quality team that is independent from the Contractor's team that is responsible for the execution and performance of the Work;
- (f) prepare Quality Audit plans and schedule and coordinate Internal Quality Audits and External Quality Audits of key processes with Contractor's workers and with the Subcontractors' workers (including as applicable the designers);
- (g) as may be delegated from the Contractor's Representative liaise with Hydro's Representative with respect to Quality matters;
- (h) prepare monthly reports concerning progress on Quality matters ("**Quality Progress Reports**") for submission to BC Hydro;
- (i) ensure that relevant Quality Records are completed as required and retained in accordance with the Quality Management System; and
- (j) develop and implement a program for Corrective Action and Preventive Action.

5 INSPECTION AND TESTING

5.1 Inspection and Testing Requirements

If in accordance with the provisions of the Contract Documents the Contractor is required to carry out any inspection or testing, the Contractor will perform, or cause the performance, of such inspection and

testing in accordance with the provisions of Section 5 of this Schedule 8 [Quality Management] except if and to the extent such provision of the Contract Documents expressly directs or permits otherwise.

Any reference to inspection and testing by the Contractor will include inspection and testing performed by any third party or independent certified laboratory or agency engaged by the Contractor.

The Contractor will monitor the performance of the Work, including the inspection and testing, and all other actions required by the Quality Documentation Submittals that are performed by workers, Subcontractors, agents or independent test facilities and laboratories, to ensure compliance with the requirements of this Contract.

5.2 Accreditation Standards

All testing and inspection of the Work performed by or on behalf of the Contractor will be performed by personnel or entities that meet the following standards:

- (a) all on and off Site inspection and testing will be carried out by agencies, personnel and laboratories that are duly accredited in accordance with Good Industry Practice for the carrying out of inspection and testing of work similar in nature, scale and scope to the Work being tested or inspected; and
- (b) laboratory accreditation will be in accordance with ISO/IEC 17025, provided that, for specific activities Hydro's Representative may require other industry-recognized accreditation in lieu of ISO/IEC 17025, including:
 - (i) concrete, concrete materials and flowable mortar (including activities of sampling, making, storing and transport of test pieces, taking concrete cores and carrying out concrete strength, slump, air content and density tests) will meet or comply with CSA A283, "Qualification Code for Concrete Testing Laboratories", to the appropriate category for the tests being done and using testing procedures in accordance with the latest edition of CSA A23.1 and A23.2;
 - (ii) structural steel and welding will meet or comply with CSA W178.1, "Certification of Welding Inspection Organizations";
 - (iii) protective coatings will meet the standards of the "National Association of Corrosion Engineers", as appropriate to the Work being carried out; and
 - (iv) any other laboratory accreditations specifically identified in the Contract.

5.3 Notice of Inspection and Testing

The Contractor will give written notice to Hydro's Representative of all inspection and testing for which there is an associated BC Hydro Witness Point or Hold Point specified in the Contract Documents or in the relevant Inspection and Test Plan and any changes to an Inspection and Test Plan at least four Business Days for activities on Site, and ten Business Days for activities off-Site, prior to the start of the inspection and testing for the relevant Work. All access and facilities necessary for Hydro's Representative to witness the performance of inspection and testing will be provided by Contractor as part of the Work.

5.4 Inspection and Test Records and Reports

Without limiting the requirements of the Contract Documents, the applicable standards and the Quality Documentation Submittals, all inspection and test records and reports will include:

- (a) the item tested;
- (b) test equipment used;
- (c) actual results of the applicable inspection and testing;
- (d) remarks regarding conformance with this Contract;
- (e) photographs of the Work;
- (f) calibration certificates and records for testing equipment used;
- (g) name and position of the person who actually performed the measurements;
- (h) name, position and signature of the person (e.g., Quality Manager, engineer of record) who verified and approved the measurements; and
- (i) contact information of the entity (Contractor or Subcontractor) responsible for the applicable inspection and testing.

For certainty, all inspection and testing records and reports will be deemed to be a Quality Record.

6 QUALITY AUDITS

6.1 Contractor's Quality Audits

The Contractor will conduct Audits of Quality ("**Internal Quality Audits**") and retain third parties to conduct Audits of Quality ("**External Quality Audits**") of the Contractor's and Subcontractors' Work in accordance with the requirements of this Schedule 8 [Quality Management], the Quality Management Plans and ISO 9001 to ensure that the Quality Management Systems and Quality Management Plans are effective, fully implemented and functioning in accordance with the Contract. The Contractor's Quality Audit process will identify non-compliances with the requirements of the Contract Documents, necessary Corrective Actions and Preventive Actions and facilitate continual improvement.

The Contractor will document, or cause to be documented, the results of such Quality Audit in an audit report and make such report available to Hydro's Representative upon request.

The Quality Manager will schedule Internal Quality Audits and External Quality Audits to ensure that all key processes are reviewed regularly (at least annually).

Where necessary, follow-up Quality Audits will be scheduled to ensure that identified Corrective Actions and Preventive Actions are carried out by the Contractor in a timely fashion.

6.2 BC Hydro's Quality Audits

Hydro's Representative may, pursuant to the submission of the Quality Documentation Submittals in accordance with this Schedule 8 [Quality Management], review the Quality Documentation Submittals to identify the critical activities and processes identified in the Quality Manual and Quality Management Plans on which BC Hydro's auditing efforts and resources should be directed.

The Contractor will provide and will ensure its workers and Subcontractors provide Hydro's Representative with all documentation, records, access, facilities and assistance for the safety and convenience of Hydro's Representative.

Hydro's Representative may employ independent auditors, and inspection and testing agencies. These agents will be afforded the same facilitation provided to Hydro's Representative.

7 QUALITY DOCUMENTATION

7.1 Quality Records

The Contractor will establish and maintain a complete and accurate set of all Quality management records (each a "**Quality Record**"). The Contractor will ensure that a complete set of Quality Records is maintained and retained in accordance with the requirements of Schedule 15 [Records].

The Quality Records will provide objective evidence of conformance with all requirements of the Contract Documents in the performance of the Work, compliance with the ISO 9001 Standard and the effective operation of the Quality Management System.

Each Quality Record will be traceable to the actual components of the Work to which it applies.

Unless otherwise agreed by BC Hydro in writing, all Quality Records will be available to BC Hydro upon request.

7.2 Quality Progress Reports

For each month of the Project, the Contractor will prepare and submit to Hydro's Representative For Information Only on or before the seventh calendar day of the following month, a comprehensive Quality Progress Report.

Each Quality Progress Report will address all Quality management activities under each of the Quality Management Plans for the applicable reporting period and any outstanding Quality issues from prior reporting periods.

The Quality Progress Reports will, as a minimum, include the following information separately identified for the Quality Manual and for each Quality Management Plan:

- (a) a Nonconformity Report log summarizing the Nonconformity Tracking System, highlighting each Nonconformity's status and progress of disposition;
- (b) Corrective Action 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, including identification and review status of all related inspection and testing plans;
- (d) Internal Quality Audits and External Quality Audits including any third party Quality Audits performed;
- (e) any continual improvement initiatives taken;
- (f) any changes made to the Quality Management System or the Quality Management Plans in compliance with the provisions of this Contract; and
- (g) progress report photos.

7.3 Final Quality Report

The Contractor will, not later than 30 days after Substantial Completion of Work, submit to BC Hydro a Final Quality Report (each, a "**Final Quality Report**") to provide objective evidence that the Quality of the Work satisfies the requirements of this Contract. The Final Quality Report will be a compilation of all the Quality Documentation Submittals produced during and in connection with the performance of the Work.

8 NONCONFORMITIES

8.1 Nonconformity Reporting Process

The Contractor will manage Nonconformities as follows:

- (a) upon discovery of a Nonconformity, the Contractor will:
 - (i) within one Business Day notify BC Hydro in writing of such Nonconformity; and
 - (ii) within two Business Days enter a report of such Nonconformity into the Nonconformity Tracking System along with a proposed time frame in which to remedy and correct the Nonconformity (a "**Nonconformity Report**");
- (b) the Contractor will finalize a proposed remedial plan to remedy and correct the Nonconformity within the time identified in the applicable Nonconformity Report and included in the Nonconformity Tracking System;
- (c) the Contractor will verify implementation of the proposed remedial plan within the time identified in the applicable Nonconformity Report and included in the Nonconformity Tracking System;
- (d) the Contractor will use reasonable efforts to identify and record all Nonconformities;
- (e) the Contractor will implement effective Corrective Actions and Preventive Actions as identified in Quality Management Plans to prevent recurrences of Nonconformities; and
- (f) if at any time Hydro's Representative becomes aware of a Nonconformity or risk of Nonconformity, Hydro's Representative may issue a written report describing the Nonconformity, without prejudice to any other right or remedy available to BC Hydro (although except as may be expressly stated otherwise in the Contract Documents, nothing in this Schedule 8 [Quality Management] will impose any obligation on BC Hydro to inspect the Work to identify Nonconformities, and any inspection of the Work by BC Hydro will be for the sole and exclusive benefit of BC Hydro).

8.2 Nonconformity Report Tracking System

The Contractor will establish and maintain a tracking system (the "**Nonconformity Tracking System**") to monitor the status of all Nonconformity Reports initiated by BC Hydro and the Contractor. The Nonconformity Tracking System will:

- (a) comprise a single repository containing Contractor and BC Hydro initiated Nonconformity Reports;
- (b) have the ability to attach supporting material such as photos and documents to a Nonconformity Report;
- (c) provide the Contractor and BC Hydro remote access by computer to the current Nonconformity Report status, dates, data and supporting material;

- (d) be traceable to actual parts, components, locations, drawings and data sheets as appropriate;
and
- (e) have the date and time at which Nonconformities were identified or discovered, rectified and closed.

MAIN CIVIL WORKS CONTRACT

APPENDIX 8-1

DESIGN QUALITY MANAGEMENT PLAN

1 DESIGN QUALITY MANAGEMENT PLAN

1.1 With respect to any design of the Work for which, pursuant to the Contract Documents, the Contractor is responsible, the Contractor will prepare a Quality management plan (the “**Design Quality Management Plan**”), that describes how the Contractor intends to manage and provide evidence of the design processes for such design in accordance with the ISO 9001 Standard, the Quality Management System requirements stated in the Quality Manual and the provisions of this Contract, to BC Hydro. The Contractor will submit the Design Quality Management Plan to BC Hydro for Consent within 90 days after the Effective Date.

1.2 In addition to any other requirements of the Contract Documents, the Design Quality Management Plan will include:

- (a) an organizational chart identifying key design management personnel (including the Quality Manager) and the linkage with Contractor’s overall Quality Management System as documented in the Quality Manual;
- (b) a description of the responsibilities, qualifications, and authority of the above personnel;
- (c) identification of the lead persons responsible for the design; and
- (d) a communication strategy relating to Quality between all members of the Contractor’s design team and BC Hydro including monthly meetings to discuss the Quality Progress Report concerning design for such month.

1.3 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 at all Work stages;
- (e) External Quality Audits of Subcontractor(s) engaged in design activities;
- (f) Internal Quality Audits;
- (g) Corrective Actions, Preventive Actions and opportunities for improvement;
- (h) document management; and
- (i) control of design documents and Quality Records.

1.4 The Design Quality Management Plan (and updates to the plan) will be reviewed and approved by the Quality Manager prior to submittal to BC Hydro.

MAIN CIVIL WORKS CONTRACT

APPENDIX 8-2

CONSTRUCTION QUALITY MANAGEMENT PLAN

1 CONSTRUCTION QUALITY MANAGEMENT PLAN

1.1 The Contractor will prepare and submit a construction Quality management plan (the "**Construction Quality Management Plan**") that describes how the Contractor intends to manage and provide objective evidence of the processes in connection with the construction activities in accordance with the ISO 9001 Standard, the Quality Management System requirements stated in the Quality Manual and the provisions of this Contract, to BC Hydro for Consent within 90 days after the Effective Date.

1.2 In addition to any other requirements of this Contract, the Construction Quality Management Plan will include:

- (a) an organizational chart identifying key construction quality personnel (including the Quality Manager and the manager responsible for Site laboratory testing) and the linkage with the overall Quality Management System as documented in the Quality Manual;
- (b) a description of the responsibilities, qualifications, and authority of the personnel identified under Section 1.2(a) of this Appendix 8-2 [Construction Quality Management Plan];
- (c) a description of the organizational interfaces between the personnel identified under Section 1.2(a) of this Appendix 8-2 [Construction Quality Management Plan] and the design and other disciplines;
- (d) identification of all Contractors and Subcontractors engaged in construction activities;
- (e) identification of all laboratories, inspection agencies and inspectors used by the Contractor in connection with the construction activities, including evidence of their accreditations and contact information;
- (f) a description of all Site test laboratories, including a plan to establish, certify, operate and maintain the laboratories in accordance with ISO/IEC 17025 standard, with the capability and capacity to handle the progression of the Work, and containing all testing equipment and personnel to fulfill all technical requirements of the Contract; and
- (g) a communications strategy relating to Quality between the Contractor, Subcontractors and BC Hydro including Site kickoff meetings and monthly meetings to discuss the Quality Progress Report concerning construction for such month.

1.3 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) inspection, calibration, sampling, testing, trials and monitoring;
- (b) materials identification and traceability;
- (c) quality assessment of Subcontractors engaged in both supply and construction activities;
- (d) purchasing process, information and verification;
- (e) preservation of product (packaging, handling, shipping and storage);

- (f) External Quality Audits of Subcontractors;
- (g) Internal Quality Audits;
- (h) control of nonconforming products;
- (i) Corrective Actions, Preventive Actions and opportunities for improvement;
- (j) document management;
- (k) Site test laboratory procedures; and
- (l) control of documents and Quality Records.

1.4 The Construction Quality Management Plan will include a requirement for the Contractor to prepare inspection and test plans (each an “**Inspection and Test Plan**”) detailing all inspection and test activities for the Work to be performed by the Contractor and Subcontractors. BC Hydro may, at its sole discretion, identify Witness Points or Hold Points in such inspections and test activities based on criticality and Quality risks associated with the Work. A Hold Point cannot be waived unless BC Hydro has specifically waived a Hold Point in writing.

1.5 The Contractor will submit each Inspection and Test Plan to BC Hydro for Review at least 30 days prior to commencing the applicable construction activities, which Inspection and Test Plan will include, at a minimum:

- (a) a description of the inspection, calibration, sampling, testing, trial and monitoring activity;
- (b) reference to specific locations, components, and Subcontractors as appropriate;
- (c) frequency of inspection, calibration, sampling, testing, trials and monitoring;
- (d) reference to standards, codes, specifications, and acceptance criteria;
- (e) procedures, forms and checklists required;
- (f) reports and other Quality Records produced from inspection, calibration, sampling, testing and trials; and
- (g) personnel responsible for inspection, calibration, sampling, testing, trial and monitoring activities.

Complete Inspection and Test Plan records, and a certification that those records verify and confirm that the Work covered by the records has been completed in accordance with the requirements of the Contract Documents, will be retained by the Contractor in accordance with the requirements of Schedule 15 [Records].

1.6 The Construction Quality Management Plan will include procedures for Work, such as roller compacted concrete, for which the performance cannot be verified by subsequent monitoring or measurement.

1.7 The Construction Quality Management Plan and Inspection and Test Plans (and updates to the plans) will be reviewed and approved by the Quality Manager prior to submittal to BC Hydro.

1.8 For the purposes of this Section 1 of Appendix 8-2 [Construction Quality Management Plan], “construction activities” is deemed to include the supply and delivery to Site of significant equipment and bulk materials critical to the performance of the Work. In respect of such equipment and materials, the

Contractor will submit an Inspection and Test Plan for those inspections and tests to be performed off Site, and a separate Inspection and Test Plan for those to be performed on Site.

2 CONSTRUCTION QUALITY AUDITS

2.1 Surveillance Quality Audits may be conducted by BC Hydro on a random basis or on specific areas of interest during Construction. The objective of surveillance Quality Audits will be to monitor the Contractor's activities involving its work practices, workmanship and general quality of materials.

2.2 Hydro's Representative may, during the performance by BC Hydro of a surveillance Quality Audit, record any observations and inform the Contractor of any deficiencies that require further evaluation and resolution.

2.3 The Contractor will provide Hydro's Representative with timely communication of and access to test data and reports. The Contractor will submit:

- (a) all construction material test reports to Hydro's Representative within 24 hours of test completion; and
- (b) all test results that verify conformance to all BC Hydro's Witness Points and Hold Points immediately after completion of the test.

2.4 The Contractor will include in the Construction Quality Management Plan a description of how the Contractor will provide Hydro's Representative with access to "real-time" test results and how test reports will be submitted to BC Hydro in an effective and efficient manner. If BC Hydro provides a web-based depository for test results and formal test reports, then the Contractor will upload the test results and formal test reports immediately after the Contractor receives the results and reports.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 9

COMMUNICATIONS ROLES

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 9

COMMUNICATIONS ROLES

1 INTERPRETATION

1.1 Definitions

In this Schedule 9 [Communications Roles], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Communications Manager**” has the meaning set out in Section 2 of this Schedule 9 [Communications Roles];

“**Community Liaison Committee**” has the meaning set out in Section 7.2(a) of this Schedule 9 [Communications Roles];

“**Construction Communications Plan**” means the plan described in Section 5 of this Schedule 9 [Communications Roles]; and

“**Supporting Role Construction Communications Plan**” has the meaning set out in Section 6.2 of this Schedule 9 [Communications Roles].

2 CONTRACTOR'S COMMUNICATIONS REPRESENTATIVE

The Contractor will appoint an individual (the “**Communications Manager**”) to fulfill the Contractor's communications obligations relating to traffic management, community relations, public consultation and media relations set out and described in this Schedule 9 [Communications Roles]. The Contractor will cause the Communications Manager to work with the Contractor, Subcontractors and their respective directors, officers, representatives, employees and workers, including construction and traffic managers, to provide BC Hydro and the public with concise, accurate and understandable information.

The Communications Manager is a Key Individual and is required to be experienced in the field of traffic management communications, community relations, public consultation and media relations.

2.1 Role of Communications Manager

The Contractor will require the Communications Manager to:

- (a) routinely notify Hydro's Representative of any unscheduled Work activities;
- (b) submit to Hydro's Representative for Review details of any unscheduled Work activities not less than 96 hours in advance of the event or activity;
- (c) notify Hydro's Representative of any Work interruption not less than 72 hours in advance of the event or activity;
- (d) meet with Hydro's Representative, at the frequency directed by BC Hydro, to provide construction information, and share information about Work issues to the extent those issues may affect the public, and to check for consistency with BC Hydro's overall strategic approach and key messages;

- (e) supply all information related to Work that may affect the public to Hydro's Representative for approval at the meeting described in Section 2.1(d) of this Schedule 9 [Communications Roles] before it is released;
- (f) on a weekly basis, supply a three-week look-ahead schedule providing an overview of major Work activities to Hydro's Representative for use in community relations updates;
- (g) attend community relations meetings and other public communications forums concerning the Work as required by BC Hydro;
- (h) manage a communications register that records and tracks all external/public inquiries concerning traffic and responses and provide this once per week to Hydro's Representative; and
- (i) forward accurate and timely information to Hydro's Representative so that BC Hydro may operate a public information phone line to respond to construction-related inquiries from the public.

3 CATEGORIES OF COMMUNICATION

The following are the communication categories for the Work:

- (a) community relations: which involves building relationships with the public and keeping the public informed through on-going two-way communication and regular reporting concerning overall and specific work information and developments, and includes attending public meetings and dealing with inquiries from the public, providing work updates and problem solving on issues as they arise. Community relations excludes public consultation;
- (b) public consultation: which involves gathering and receiving public input on the nature of the Work at the Site and considerations as they relate to interfaces with the public;
- (c) media relations: which involves providing the media with progress reports and updates on the Work and responding to issues raised by the media as they arise; and
- (d) traffic management communications: which is designed to keep the public advised on a timely basis about all matters relating to traffic flow, and includes specifically traffic incident and/or emergency management communication and timely notice of construction related delays, closures and detours, so as to minimize traffic disruption and maximize traffic predictability.

4 GENERAL

4.1 Desired Outcome

The desired outcome of all communication and consultation activities is to involve and inform the public concerning the value, benefits and progress of the Project and the Work.

4.2 Plan Summary

For convenience of reference only, the following table is a summary of the documents and deliverables required to be submitted by the Contractor under this Schedule 9 [Communications Roles] and the corresponding submission times. If there is any inconsistency or omission in this table as compared to other provisions of this Schedule 9 [Communications Roles], then the other provisions of this Schedule 9 [Communications Roles] will govern.

Plan	Due Date
Supporting Role Construction Communications Plan	No later than 90 days after the Effective Date. Annual update no later than 30 Business Days after anniversary of the previous plan.

5 CONSTRUCTION COMMUNICATIONS PLAN

BC Hydro has developed a construction communications plan (the “**Construction Communications Plan**”), which may be updated by BC Hydro from time to time. BC Hydro will make this plan and any updates available to the Contractor.

BC Hydro may, at its discretion, apply the Construction Communications Plan as a guideline to aid in the review of the plans which the Contractor is to prepare and submit pursuant to this Schedule 9 [Communications Roles].

6 ROLES

6.1 BC Hydro to Lead

BC Hydro will, at its cost, take the lead role in conducting and implementing community relations, public consultation, media relations and traffic management programs for the Project, which will include the matters referred to in Sections 7, 8 and 9 of this Schedule 9 [Communications Roles]. BC Hydro reserves the right to delegate this lead role on a case-by-case basis without waiver of its right to withdraw such delegation or to retain its lead role for the non-delegated matters.

6.2 Contractor to Support

The Contractor will, at its cost, take the support role in implementing the requirements of this Schedule 9 [Communications Roles].

The Contractor will, within 90 days after the Effective Date, prepare and submit to Hydro’s Representative for Review a supporting role construction communications plan (the “**Supporting Role Construction Communications Plan**”) that clearly describes how the requirements of this Schedule 9 [Communications Roles] will be implemented during the performance of the Work.

6.3 Communication Methods and Minimum Requirements – Work

The Supporting Role Construction Communications Plan will set out the Contractor’s implementation of its obligations set out below.

Communication Tools	BC Hydro Requirements	Response time
Public Information Phone Line	<p>Category: Urgent call regarding safety-related incidents or environmental emergencies.</p> <p>Process: The Contractor will promptly notify BC Hydro of any calls received by the Contractor and coordinate a response with BC Hydro.</p> <p>Contractor’s Responsibility: To provide a continuously available, toll-free phone line for urgent calls and a contact person to notify BC Hydro of received calls, discuss/collaborate on the issue with BC Hydro and provide a written response to BC Hydro about the issue. BC Hydro will then review/modify the written response, and either the Contractor or BC Hydro will</p>	<p>1 hour from time of urgent call to develop interim or holding key messages.</p> <p>(From 8:00 am to 5:00 pm – if outside of business hours, by 9:00 am next day).</p>

Communication Tools	BC Hydro Requirements	Response time
	provide the final response at BC Hydro's discretion.	
Public Information Phone Line	<p>Category: A media or urgent public or stakeholder call.</p> <p>Process: The Contractor will promptly notify BC Hydro of any calls received by the Contractor and coordinate a response with BC Hydro.</p> <p>Contractor's Responsibility: To provide a contact person to notify BC Hydro of received calls, discuss/collaborate on the issue with BC Hydro and provide a written response to BC Hydro about the issue. BC Hydro will then review/modify the written response, and either the Contractor or BC Hydro will provide the final response at BC Hydro's discretion.</p>	<p>1 hour from media or urgent public call to develop interim or holding key messages.</p> <p>(From 8:00 am to 5:00 pm – if outside of business hours, by 9:00 am next day).</p> <p>2 hours to develop final key messages.</p> <p>(From 8:00 am to 5:00 pm – if outside of business hours, by 10:00 am next day).</p>
Public Information Phone Line	<p>Category: A day-to-day call about the Work, such as number of people working, current major Work activities, and similar information.</p> <p>Process: The Contractor will promptly notify BC Hydro of any calls received by the Contractor and coordinate a response with BC Hydro.</p> <p>Contractor's Responsibility: To provide a contact person to discuss/collaborate on the issue and to provide a written response to BC Hydro about the issue. BC Hydro will then review/modify the written response, and either the Contractor or BC Hydro will provide the final response at BC Hydro's discretion.</p>	24 hours from receipt of a day-to-day phone call.
Communications Register	<p>Category: Weekly communications register that records and tracks all external/public inquiries received by the Contractor.</p> <p>Process: Record and track all external/public inquiries received by the Contractor.</p> <p>Contractor's Responsibility: To provide a written communications register that records and tracks all external/public inquiries received by the Contractor, including status of inquiry, actions and/or responses or requirements for follow-up where provided at BC Hydro's direction.</p>	Weekly report to BC Hydro.
E-mail Notification	<p>Category: There will be scheduled e-mail notification on Project information approximately every month, or as identified by BC Hydro, to provide updates on Project activities as needed.</p> <p>Process: BC Hydro will proactively issue notification e-mails about Work information.</p> <p>Contractor's Responsibility: To provide a written response to BC Hydro's e-mail; BC Hydro will then use/modify the written response in support of BC Hydro's obligation to respond to the e-mail. Contractor will also, at BC Hydro's request, develop e-mail contact lists through various channels, including the Project website.</p>	5 Business Days from written request by BC Hydro.
E-mail Response	<p>Category: Response regarding media or urgent public issue.</p> <p>Process: BC Hydro will receive, issue and maintain all</p>	2 hours from receipt of notice of media or urgent public issue.

Communication Tools	BC Hydro Requirements	Response time
	<p>e-mail correspondence and notifications to the public with Work information.</p> <p>Contractor's Responsibility: To provide a contact person to discuss/collaborate on the issue with BC Hydro and then provide a written response to BC Hydro about the issue; BC Hydro will then use/modify the written response in support of BC Hydro's obligation to respond to the e-mail.</p>	<p>(From 8:00 am to 5:00 pm – if outside of business hours, by 10:00 am next day).</p>
E-mail Response	<p>Category: Response from a general email media or non-urgent public issue.</p> <p>Process: BC Hydro will receive, issue and maintain all e-mail correspondence and notifications to the public with Work information.</p> <p>Contractor's Responsibility: To provide a contact person to discuss the issue with BC Hydro and then provide a written response to BC Hydro about the issue; BC Hydro will then use/modify the written response in support of BC Hydro's obligation to respond to the e-mail.</p>	<p>24 hours from receipt of a day-to-day e-mail.</p>
Direct Mail	<p>Category: Direct mail may occur approximately quarterly and provide general Project information and updates.</p> <p>Process: BC Hydro will describe Project/Work and update the public as needed.</p> <p>Contractor's Responsibility: To provide a written response to BC Hydro about an issue; BC Hydro will then use/modify the written response in support of BC Hydro's direct mail piece. The Contractor will provide support to BC Hydro for direct mail communications targeted at local audiences in the vicinity of the Project, at BC Hydro's request.</p>	<p>5 Business Days from written request by BC Hydro.</p>
Advertising	<p>Category: There will be scheduled advertisements on Project information along with possible broader BC Hydro corporate advertising.</p> <p>Process: BC Hydro will develop and issue the advertisements.</p> <p>Contractor's Responsibility: To provide a written response to BC Hydro's requests concerning its advertisement design and content; BC Hydro will then use/modify the written response in support of BC Hydro's advertisement.</p>	<p>5 Business Days from written request by BC Hydro.</p>
Website	<p>Category: Updates to the Site C Project Website (www.sitecproject.com) on the Work will be as needed.</p> <p>Process: Project Website to be maintained by BC Hydro.</p> <p>Contractor's Responsibility: To provide written materials and Work pictures to BC Hydro for these updates.</p>	<p>5 Business Days from written request by BC Hydro.</p>
Work Information Updates / Community Notices	<p>Category: Public notices for Work activities or general updates about the status of Work.</p> <p>Process: BC Hydro will be the lead on all public/media releases, and will distribute them.</p> <p>Contractor's Responsibility: To provide written information to BC Hydro for public release; BC Hydro</p>	<p>10 Business Days prior to an activity/closure date.</p>

Communication Tools	BC Hydro Requirements	Response time
	will then use/modify the written information in support of BC Hydro's obligation to issue the public notification. To advise BC Hydro of any public notices for Work activities/closures and submit such notices to Hydro's Representative.	
Media Releases	<p>Category: Incident management issues which require immediate issuance of media release.</p> <p>Process: BC Hydro will issue and be the lead on all media releases. The Contractor will work with BC Hydro for incident management issues which require immediate issuance of media release.</p> <p>Contractor's Responsibility: Provide BC Hydro with a person to contact and an emergency number to discuss/collaborate on the issue and to provide written information to BC Hydro for the news release; BC Hydro will then use/modify the written information in support of BC Hydro's obligation to issue the news release. BC Hydro will distribute the news release.</p>	1 hour from written request by BC Hydro.
Media Interviews	<p>Category: Request from media for an interview.</p> <p>Process: BC Hydro will identify appropriate lead for interview. In the event a spokesperson is required, BC Hydro will determine the spokesperson.</p> <p>Contractor's Responsibility: To provide an approved spokesperson for media interviews at BC Hydro's request, and a communications lead to support the BC Hydro spokesperson as reasonably requested by BC Hydro. All media inquiries are to be forwarded to BC Hydro to coordinate response. The Contractor is not to respond to the media without BC Hydro's permission.</p>	1 hour from written request by BC Hydro.
Community Off-site Open House	<p>Category: An open house for the community will be held annually, or on such other schedule as determined by BC Hydro.</p> <p>Process: BC Hydro and the Contractor will profile the Project and its components, including the Work through community open houses. This is an opportunity for the community to see Project evolution through pictures, maps, diagrams, and presentations. This "off-site" open house will allow the community to continue to learn and follow the Project by talking to discipline experts. It may also serve as a recruitment tool for prospective workers on the Project.</p> <p>Contractor's Responsibility: As required by the Construction Communications Plan. Communications Manager to provide text, graphics and other support materials for the event. The Contractor to provide representatives at the open house, as requested by BC Hydro.</p>	30 Business Days in advance to provide BC Hydro with event support.
Community Liaison Committee	<p>Category: Community Liaison Committees to receive regular updates on the Work and bring forward community issues for discussion.</p> <p>Process: BC Hydro will develop and facilitate the Community Liaison Committees. The Contractor will attend the Community Liaison Committee meetings with BC Hydro, which could include monthly or quarterly meetings.</p>	10 Business Days in advance of meeting to provide BC Hydro with information/presentation needs.

Communication Tools	BC Hydro Requirements	Response time
	Contractor's Responsibility: As required by the Construction Communications Plan. Communications Manager to participate in planning and support and provide staff and resources as reasonably requested by BC Hydro.	
General Public Meetings	<p>Category: Meetings to present current Work activity information and identify and minimize Work activity impacts. The types of meetings include Rotary, Chamber of Commerce, City Council, and public groups.</p> <p>Process: BC Hydro will maintain ongoing relationships with the public and attend general public meetings. The Contractor must attend such meetings with BC Hydro. BC Hydro anticipates the Contractor will attend about 6 meetings per year, but dependent on issues, attendance at more meetings, proactive public engagement and further support and resources may be required as determined by BC Hydro.</p> <p>Contractor's Responsibility: As required by the Construction Communications Plan. Communications Manager to participate and provide support.</p>	10 Business Days in advance of meeting to provide BC Hydro with information/presentation needs.
Aboriginal group meetings	<p>Category: Meetings with Aboriginal groups, including Chief and Council meetings and community meetings, to present current Work activity information, bring forward community issues for discussion, and identify and minimize Work activity impacts.</p> <p>Process: BC Hydro will maintain ongoing relationships with the Aboriginal groups. The Contractor must attend and provide support for such meetings at the request of BC Hydro. BC Hydro anticipates the Contractor will attend about 6 meetings per year, but dependent on issues, attendance at more meetings may be required as determined by BC Hydro.</p> <p>Contractor's Responsibility: Communications Manager to participate and provide support to BC Hydro.</p>	10 Business Days in advance of meeting to provide BC Hydro with information/presentation needs.
Video (HD quality) and High-Quality Photos	<p>Category: Requirement for video footage of the Work and photographs of the Work.</p> <p>Process: The Contractor to take a high-definition video clip of the Work at appropriate weekly/monthly intervals. The Contractor also will take an average of 25 to 50 high-quality photographs per month capturing all key elements of the Work.</p> <p>Contractor's Responsibility: To produce and provide BC Hydro: (i) high-definition video footage of the Work; and (ii) high-quality photographs of the Work.</p>	<p>Video footage to be provided to BC Hydro within 30 Business Days after Substantial Completion.</p> <p>On a monthly basis, the Contractor is to provide BC Hydro with an electronic copy of the prior month's photographs.</p>
Public Displays	<p>Category: Public displays will be created for the Site C Community Office.</p> <p>Process: BC Hydro will develop public displays that describe the Work. The displays will be updated as needed.</p> <p>Contractor's Responsibility: To provide a contact person to discuss/collaborate on the content and then provide a written response to BC Hydro. BC Hydro will then use/modify the written response to develop the public displays.</p>	5 Business Days from written request by BC Hydro.

Communication Tools	BC Hydro Requirements	Response time
Business Liaison	<p>Category: update businesses on status of the Work and provide information on future business opportunities related to the Work.</p> <p>Process: BC Hydro has developed a directory of interested businesses. BC Hydro will continue to conduct information sessions as needed.</p> <p>Contractor's Responsibility: To provide a contact person to discuss/collaborate on updates. Communications Manager to participate in planning and support.</p>	5 Business Days from written request by BC Hydro.

7 COMMUNITY RELATIONS AND PUBLIC CONSULTATION

7.1 Community Relations

The Contractor will provide the supporting role for BC Hydro's community relations program which will include:

- (a) supporting BC Hydro in a proactive community relations program to provide the public with regular or scheduled information on the Work, including notification and timing of road closures, and Work updates such as public information bulletins, public displays, advertising, website, Work notices, open houses, milestone announcements and celebrations, news releases and media tours, that BC Hydro considers necessary or desirable in order to conduct and implement the community relations program;
- (b) supporting BC Hydro's lead role by providing information for BC Hydro to use in responding to day-to-day inquiries and complaints on issues and concerns arising out of the Work as requested by BC Hydro;
- (c) providing a contact to take public inquiries, relay inquiries to BC Hydro and assist BC Hydro in its responses to those inquiries, and in some cases providing responses directly to the public where discussed and agreed to by BC Hydro;
- (d) supporting BC Hydro by attending public meetings;
- (e) supporting BC Hydro's communications and media relations by providing clear, consistent and accessible Work information, including number of workers, number of apprentices, local workers and local contractors involved in the Work, and to collaborate on local and Aboriginal employment success stories, so that BC Hydro can utilise this in disseminating information on Work activities; and
- (f) supporting BC Hydro's communications activities by supplying timely and accurate information to BC Hydro about the Work as requested by BC Hydro.

7.2 Community Liaison Committees

The Contractor will participate in a supporting role, with Community Liaison Committees, as follows:

- (a) BC Hydro proposes to establish up to five Community Liaison Committees (e.g., in each of Fort St. John, Hudson's Hope, Taylor, Chetwynd and Peace River Regional District) (each, a "**Community Liaison Committee**"). BC Hydro would work with prospective Community Liaison Committees members to establish terms of reference for the Community Liaison Committees that would include procedures for membership, roles and responsibilities of Community Liaison

Committee members, regular reporting, review of mitigation and follow-up programs, and other topics as agreed.

- (b) BC Hydro will, with the Contractor's support, at each meeting engage with the Community Liaison Committee and hear the comments and issues raised by the Community Liaison Committee on all matters relating to impacts to the community with respect to the performance of the Work.
- (c) The Contractor will consider all comments, issues and matters raised by the Community Liaison Committee at each meeting. Within 15 business days of each meeting with a Community Liaison Committee, the Contractor will prepare and deliver to Hydro's Representative a report, which will:
 - (i) demonstrate in detail how the Contractor considered the concerns, issues and matters raised by the Community Liaison Committee and how the Contractor proposes to address and remedy each of the concerns, issues and matters raised by the Community Liaison Committee, provided that such proposals will not create additional obligations for the Contractor; and
 - (ii) if the Contractor proposes not to address or remedy in whole or in part any concern, issue or matter raised by the Community Liaison Committee, provide reasons satisfactory to Hydro's Representative, acting reasonably, why the Contractor proposes not to address or remedy in whole or in part any particular concern, issue or matter raised by the Community Liaison Committee.

7.3 Public Consultation

The Contractor will participate in a supporting role in BC Hydro's public consultation program which will include:

- (a) providing a contact to take public inquiries, relay inquiries to BC Hydro and assist BC Hydro in its responses to those inquiries;
- (b) providing information for public and stakeholder Site interpretive displays/wayward signage, so that BC Hydro and the Contractor can design the map/diagrams/words to BC Hydro's corporate standards. The Contractor will print/develop the displays and then place at the Site;
- (c) attending, with representatives of BC Hydro, public meetings, other small or large group meetings, municipal council and local government presentations, Aboriginal group meetings, and such other meetings as BC Hydro deems necessary or desirable;
- (d) providing personnel (i.e., Communications Manager) experienced in making public consultation presentations in a support role;
- (e) performing the Work in compliance with the Supporting Role Construction Communications Plan; and
- (f) revising and submitting to Hydro's Representative for Review an updated Supporting Role Construction Communication Plan as required to reflect any changes to the Work, and in any event annually.

Compliance with the Supporting Role Construction Communications Plan will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract Documents.

8 MEDIA RELATIONS

The Contractor will participate in a supporting role for the following activities relating to media relations:

- (a) as requested by BC Hydro, the Contractor will assist BC Hydro to respond to a media enquiry. This assistance may include providing all information and data regarding the status of the Work, any traffic incidents, emergencies or other incidents, and any other information and data BC Hydro may need to appropriately respond to media inquiries;
- (b) provide media opportunities/Site tours for milestone and unique Work events, such as commencement of construction and completion of construction. By extension, to assist and allow MLA, Minister and City Council Site tours as required; and
- (c) providing a contact to take media inquiries, relay inquiries to BC Hydro and assist BC Hydro in its responses to those inquiries and in some cases providing responses directly to the media where discussed and agreed to by BC Hydro.

9 TRAFFIC MANAGEMENT COMMUNICATIONS

9.1 Supporting Role Traffic Management Communications

- (a) Within 90 days after the Effective Date, the Contractor will prepare and submit to Hydro's Representative for Review a supporting role traffic management plan as part of the Supporting Role Construction Communications Plan that clearly describes how the Contractor will:
 - (i) implement the requirements of this Schedule 9 [Communications Rolls] related to traffic matters during the performance of the Work; and
 - (ii) communicate to Hydro's Representative about all matters relating to traffic flow, including, specifically, providing timely notice of Work related delays, closures, detours and any traffic incidents and/or emergencies.
- (b) The Contractor will:
 - (i) minimize traffic disruption and maximize traffic predictability;
 - (ii) prepare clear, consistent and accessible Work and traffic information for Hydro's Representative;
 - (iii) communicate Work and traffic information to Hydro's Representative in a timely manner;
 - (iv) support BC Hydro's communications, community relations and media relations activities by supplying timely and accurate information to Hydro's Representative about the Work; and
 - (v) perform the Work in compliance with the supporting role traffic management plan.

Compliance with the supporting role traffic management plan will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract Documents.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 10

SAFETY

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APPENDIX 10-1 SAFETY AREAS
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MAIN CIVIL WORKS CONTRACT

SCHEDULE 10

SAFETY

1 INTERPRETATION

1.1 Definitions

In this Schedule 10 [Safety], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Construction Safety Officer**” has the meaning set out in Section 2.5 of this Schedule 10 [Safety];

“**Emergency Response Plan**” has the meaning set out in Section 4.1 of this Schedule 10 [Safety];

“**Hazardous Material**” means any substance for which worker exposure must be kept “as low as reasonably achievable” as that phrase is defined in Part 5 of the OHSR;

“**Multiple Employer Workplace**” has the meaning ascribed to it in Section 118 of the *Workers Compensation Act* (British Columbia) and in WorkSafeBC Regulation Part 20.3 (2) “a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers”;

“**Notice of Failure to Comply**” has the meaning set out in Section 4.6(a) of this Schedule 10 [Safety];

“**Occupational Health & Safety Management Program**” or “**OHSMP**” has the meaning ascribed to it in Part 3.3 of the OHSR;

“**OHSR**” means the *Occupational Health and Safety Regulation* (British Columbia);

“**Other Prime Contractor**” has the meaning set out in Section 2.7 of this Schedule 10 [Safety];

“**Prime Contractor**” has the meaning ascribed to it in Section 118 of the *Workers Compensation Act* (British Columbia);

“**PSSP**” has the meaning set out in Section 3.6 of this Schedule 10 [Safety];

“**Public Hazards**” has the meaning set out in Section 8.1(a) of this Schedule 10 [Safety];

“**Public Safety Management Plan**” has the meaning set out in Section 8.1 of this Schedule 10 [Safety];

“**Qualified**” has the meaning ascribed to it in Part 1 of the OHSR;

“**Safe Work Procedures**” has the meaning set out in Section 3.2 of this Schedule 10 [Safety];

“**Safety Area**” has the meaning set out in Section 2.1 of this Schedule 10 [Safety];

“**Safety Audits and Inspections**” has the meaning set out in Section 6.1 of this Schedule 10 [Safety];

“**Safety Laws**” has the meaning set out in Section 3.1(a) of this Schedule 10 [Safety];

“**Safety Order**” has the meaning set out in Section 7.2 of this Schedule 10 [Safety];

“**Site Safety Coordinator**” has the meaning set out in Section 2.4 of this Schedule 10 [Safety];

“**Site Safety Management Plan**” or “**SSMP**” has the meaning set out in Section 3.1 of this Schedule 10 [Safety];

“**Specified Area**” has the meaning set out in Section 2.7 of this Schedule 10 [Safety];

“**WorkSafeBC**” means the Workers Compensation Board of British Columbia; and

“**WPP**” has the meaning set out in Section 3.6 of this Schedule 10 [Safety].

2 GENERAL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

2.1 Safety Areas

For the purposes of safety BC Hydro may divide the Site into a number of areas (each a “**Safety Area**”) and designate a specific contractor as the Prime Contractor for each Safety Area. A Safety Area may be comprised of the Contractor’s Work Area, Other Contractor’s work areas, an area of ancillary use such as a storage area or laydown area and roads and access lands. Any Safety Area may be a Multiple Employer Workplace such that more than one contractor may be required to use, perform work in or pass through the Safety Area.

2.2 General Duties of the Contractor

The Contractor will:

- (a) ensure the health and safety of all workers working for the Contractor, and any other workers present at a workplace at which Work is being carried out;
- (b) comply with the *Workers Compensation Act* (British Columbia), the OHSR and any applicable orders;
- (c) comply with all of the BC Hydro safety standards and regulations published as at the Effective Date (“**BC Hydro’s Safety Standards and Regulations**”);
- (d) remedy any workplace conditions that are hazardous to the health or safety of the Contractor's workers;
- (e) ensure that the Contractor’s workers are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work, comply with the *Workers Compensation Act* (British Columbia), the OHSR and any applicable orders, comply with BC Hydro’s Safety Standards and Regulations and are made aware of their rights and duties under the *Workers Compensation Act* (British Columbia) and the OHSR;
- (f) if the Contractor is not the Prime Contractor of a Safety Area, comply with, and ensure the Contractor’s workers comply with, the directions of the Prime Contractor of that Safety Area
- (g) ensure that the Contractor’s workers are at all times aware of who the Prime Contractor for the particular Safety Area in which they are performing Work and who the Prime Contractor is on adjacent Safety Areas;
- (h) provide to the Contractor's workers the information, instruction, training and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace; and
- (i) maintain the Safety Area in a manner that ensures the health and safety of persons at or near the Safety Area.

The Contractor may obtain a copy of BC Hydro's Safety Standards and Regulations from the following website: <http://www.bchydro.com/about/suppliers/doing-business-with-bchydro/contractor-safety.html>.

If a new version of BC Hydro's Safety Standards and Regulations is published after the Effective Date, BC Hydro will notify the Contractor in writing and the Contractor will have 30 days from the date of such notice to comply with such new requirements, which will be a Change to which the provisions of Schedule 12 [Changes] will apply.

2.3 Contractor as the Prime Contractor

The area(s) identified as 'Safety Area – Main Civil Works' on the drawings attached at Appendix 10-1 [Safety Areas] are or will be the Contractor's Safety Areas for the time periods as indicated on such drawings. For the purposes of this Schedule 10 [Safety], "Safety Area" will be deemed to be a reference to all of the Contractor's Safety Areas as identified in Appendix 10-1 [Safety Areas] for the time period specified. BC Hydro hereby designates the Contractor as the Prime Contractor for the Safety Area(s) for the time periods indicated and the Contractor hereby agrees to be the Prime Contractor for such Safety Area(s).

All references in this Schedule 10 [Safety] to "the Contractor" will, as the context requires, be deemed to be a reference to "the Contractor as the Prime Contractor". Accordingly the Contractor will:

- (a) take all steps or measures necessary, through such arrangements as are appropriate, to fulfill its obligations, functions and duties as the Prime Contractor;
- (b) file a notice of project in accordance with Section 20.2 of the OHSR;
- (c) coordinate the activities of all of the employers and workers in the Safety Area so that the activities of the workers of one employer do not pose any risk to the workers of another employer;
- (d) establish and maintain a system or process that will ensure compliance with the Safety Laws in respect of the Safety Area;
- (e) identify and document any work activities at the workplace where there is a known or reasonably foreseeable risk to workers;
- (f) maintain the workplace in a manner that ensures the health and safety of persons at or near the workplace; and
- (g) at all times have full regard for the safety of all persons on the Safety Area (whether such persons are present on the Safety Area lawfully or not) and keep the Safety Area in a manner and in an orderly state that ensures the safety of such persons and that is appropriate to the avoidance of danger to such persons.

2.4 Site Safety Coordinator

Prior to the commencement of any construction within the Safety Area, the Contractor will appoint a Qualified person (the "**Site Safety Coordinator**") to coordinate health and safety activities for the Safety Area with respect to such construction and deliver to Hydro's Representative written notice of the designation of the Site Safety Coordinator. The duties of the Site Safety Coordinator will be:

- (a) establishing and maintaining working relationships with WorkSafeBC and BC Hydro;
- (b) prior to the commencement any Construction, preparing and submitting to BC Hydro for Review a schedule of safety activities demonstrating implementation of the Contractor's Site Safety Management Plan;

- (c) ensuring that all pre-existing hazards on the Safety Area have been identified and communicated to the Contractor's workers and all other workers in the Safety Area;
- (d) preparing or causing to be prepared a site drawing showing the project layout, first aid locations, emergency transportation provisions and the evacuation marshalling station;
- (e) identifying and documenting all pre-existing hazards at the Safety Area, and new hazards that arise during the performance of the Work for the Contractor's and Subcontractor's workers and for all other employers and their workers who for any reason come into the Safety Area;
- (f) ensuring that all hazards described in Section 2.4(e) of this Schedule 10 [Safety] are addressed throughout the duration of the performance of the Work;
- (g) identifying and documenting any activities at the workplace that could create a known or reasonably foreseeable risk to workers and informing all Other Contractors and their workers who for any reason come into the Safety Area of the activities and the hazards;
- (h) preparing or causing to be prepared a set of written construction procedures designed to protect the health and safety of workers at the Safety Area;
- (i) reviewing the scopes of work, work procedures and physical work areas of the Other Contractors doing work within the Safety Area and when conditions or activities at any location or locations in the Safety Area affect the workers of more than one employer or where there are overlapping or adjoining work activities by two or more employers, coordinating the occupational health and safety activities throughout the Safety Area and alerting all workers to all reasonably foreseeable hazards to which they are likely to be exposed;
- (j) conducting documented site safety inspections at a frequency that prevents the development of unsafe conditions or procedures in the Safety Area;
- (k) notwithstanding any limitation in the OHSR regarding the number of workers in any work force, implementing and at all times maintaining a formal Joint Health and Safety Committee for the Safety Area as required by the *Workers Compensation Act* (British Columbia), and maintaining compliance with those duties and functions as required by the *Workers Compensation Act* (British Columbia);
- (l) advising BC Hydro immediately of any accidents or incidents that occur in the Safety Area including those that must be reported to WorkSafeBC; and
- (m) informing all persons who enter the Safety Area of the health and safety requirements in the Safety Area.

The Site Safety Coordinator or his delegate will be:

- (n) knowledgeable about the scope of the Work and the hazards involved with the Work, and the means to control or mitigate such hazards; and
- (o) knowledgeable of the hazards of the work of Other Contractors, including those performing electrical and microwave tower construction.

2.5 Construction Safety Officers

The Contractor will appoint a sufficient number of Qualified construction safety officers (each a "**Construction Safety Officer**"), having responsibility for the identification and control of potential safety hazards on the Site, in accordance with applicable Safety Laws. The Contractor will ensure that during

the performance of all construction activities on the Safety Area, at least one Construction Safety Officer is at the Safety Area and available for every 200 construction workers. A Construction Safety Officer will demonstrate the requisite degree of training and competency to act in that capacity, as required by WorkSafeBC.

2.6 Refusal to Recognize the Prime Contractor

If WorkSafeBC refuses to recognize or accept the Contractor at any time as the Prime Contractor, the Contractor will not be relieved of any obligations, duties and liabilities as the Prime Contractor but will be responsible to BC Hydro as if the Contractor had been accepted by WorkSafeBC as the Prime Contractor for fulfilling all obligations to the same extent as if the Contractor undertook the obligations of a Prime Contractor for the Safety Area.

2.7 Contractor Not the Prime Contractor

BC Hydro may, from time to time, at its sole discretion and on prior written notice from Hydro's Representative to the Contractor, appoint a person other than the Contractor as the Prime Contractor (in this Section 2.7, the "**Other Prime Contractor**") in connection with specified works and activities that may be undertaken and performed in a portion of the Safety Area (the "**Specified Area**"), for a specified period of time.

Upon receipt of written notice from Hydro's Representative the Contractor agrees that it will cease to be the Prime Contractor in the Specified Area for the specified period of time, and the Contractor will comply with, and ensure compliance by its workers and subcontractors with all applicable safety requirements of the Other Prime Contractor, acting reasonably, in the Specified Area. The Contractor will provide the Site Safety Coordinator of the Other Prime Contractor with the name of a Qualified person designated by the Contractor to be responsible for the Contractor's health and safety activities in the Specified Area.

While acting as the Prime Contractor on the balance of the Safety Area, the Contractor will coordinate the health and safety activities of the Other Contractors doing work within the Safety Area to ensure at all times that the workers on the Safety Area do not create a hazard for the workers on the Specified Area.

Upon receipt from Hydro's Representative of written notice of the conclusion of the works and activities referred to in the original notice, the Contractor will reassume and thereafter fulfil the responsibilities of the Prime Contractor as otherwise set out in this Schedule 10 [Safety] at the Safety Area.

2.8 Major Incident Response

In the event of a health or safety incident which has the potential to have Site-wide impacts, BC Hydro may, at its discretion, designate a person, which may be other than the Contractor, to be the Prime Contractor across some or all of the Site for such period of time as BC Hydro may select.

3 SITE SAFETY MANAGEMENT PLAN

3.1 Preparation and Submission

Within 90 days after the Effective Date, and in any event, at least 20 days before commencing any Work at the Site, the Contractor will prepare and submit the Contractor's Site Safety Management Plan ("**Site Safety Management Plan**" or "**SSMP**") to BC Hydro for Review.

The SSMP will be prepared by a Qualified person who will certify that the SSMP:

- (a) has been prepared in accordance with the requirements of the *Workers Compensation Act* (British Columbia), the OSHR and all applicable Laws and the Safety Regulations (the "**Safety Laws**");

- (b) meets the minimum standards of health and safety applicable for each specified component of the Work, as determined by BC Hydro's Safety Standards and Regulations;
- (c) is in compliance with Good Industry Practice;
- (d) addresses overall management of occupational safety, health and wellness and addresses mitigation of any risks due to occupational health and safety hazards associated with the Project, the Contractor's Work Area and the performance of the Work. The SSMP will define the safety purpose, responsibilities, strategies and plans that direct the Contractor, its employees, its Subcontractors and its Subcontractors' employees with a key focus made to those components of the Work, including cooperation with Other Contractors, BC Hydro and other persons at the Site;
- (e) includes, in the Prime Contractor component of the SSMP, strategy for coordination of occupational health and safety activities within the Contractor's Work Area, hazard identification and control, provision of first aid, strategy for ensuring training and competency, rules of conduct, and design, implementation, and maintenance of the system to ensure compliance with the *Workers Compensation Act* (British Columbia) and the OHSR, as well as the worksite rules of the Prime Contractor;
- (f) addresses the development of an emergency response plan that aligns with BC Hydro's Emergency Response Plan for the Site, in communication with BC Hydro;
- (g) includes those parts of the Security Plan which outline the security measures in place to protect the Contractor's employees, agents, personnel, Subcontractors and their employees and agents;
- (h) outlines Safe Work Procedures for specified aspects of the Work; and
- (i) to the extent under the Contract Documents the Contractor is responsible for design, is in compliance with the relevant provisions of BC Hydro's Safety by Design policy.

3.2 Safe Work Procedures

Prior to commencing any activities at the Site, the Contractor will develop and submit a set of written instructions identifying the health and safety hazards associated with the performance of each type of activity associated with the performance of the Work ("**Safe Work Procedures**") to BC Hydro for review as to completeness. The Contractor will engage a Qualified Person knowledgeable in the applicable WorkSafeBC Regulation and work procedures to prepare each set of Safe Work Procedures. Each set of Safe Work Procedures will:

- (a) address all site specific safety hazards and work procedures necessary to address those hazards for the safe performance of the specific type of Work activity;
- (b) include Safe Work Procedures and exposure control plans applicable to the site and the performance of the specific type of Work activity;
- (c) include reference to hot work precautions;
- (d) be prepared in accordance with WorkSafeBC requirements;
- (e) be consistent with BC Hydro's Safety Standards and Regulations, as applicable;
- (f) specifically identify the applicable procedures in the event of an accident or safety violation;
- (g) for any work that may be done in or around rivers, lakes, reservoirs or other bodies of water under the following conditions:

- (i) working in river environments;
- (ii) construction project; or
- (iii) working from boats or barges,

contain a specific requirement to comply with OSH Standard 408 Operation of Boats of BC Hydro's Safety Standards and Regulations;

(h) for any work involving helicopters and fixed wing aircrafts, contain a specific requirement:

- (i) to comply with OSH 407 Helicopter and Fixed-Wing Aircraft Safety of BC Hydro's Safety Standards and Regulations; and
- (ii) that helicopter vendors have a signed helicopter safety management system that demonstrates each such vendor's:
 - (A) policy on the safe use of helicopters;
 - (B) standard operating procedures; and
 - (C) pilot qualification in terms of flying hours, including utility wire environment experience where appropriate for the contract work; and

(i) contain a specific requirement to comply with OSH Standard 318 Crystalline Silica of BC Hydro's Safety Standards and Regulations.

3.3 Amendment of SSMP

The Contractor will review and amend the SSMP from time to time as necessary, including when hazards change or the scope of Work changes, to ensure that the SSMP at all times complies with the requirements set out in Section 3.1 of this Schedule 10 [Safety]. Prior to implementation of any SSMP amendments, the Contractor will submit the proposed amendments to Hydro's Representative for Review.

3.4 Compliance to SSMP

The Contractor will implement and comply with the SSMP, and require all Subcontractors to comply with the SSMP, prepared and as may be amended from time to time in accordance with the requirements of this Schedule 10 [Safety].

3.5 Life Saving Rules

The Contractor will ensure training of its workers in and compliance with the applicable lifesaving rules by all persons on the Safety Area as part of the Site Safety Management Plan:

- (a) limits of approach (LOA) will be maintained as required by WorkSafeBC Regulation Part 19.24 and 19.27;
- (b) if working within the limits of approach, ensure there is a safety protection guarantee or lock out in place and check that it is appropriate for the Work being undertaken;
- (c) if working within the limits of approach test for hazardous energy;
- (d) if working within the limits of approach ensure that worker protection grounding/bonding is applied;

- (e) use fall protection when working at heights;
- (f) maintain a safe atmosphere in a confined space and ensure each worker can be rescued;
- (g) prevent harmful exposure to known carcinogens, toxins and bio-hazards;
- (h) no work will be undertaken under the influence of alcohol or drugs; and
- (i) adjust driving performance to the weather and road conditions.

3.6 Safety Practice Regulations

Before any station equipment can be connected to the electrical grid the Contractor will be trained in and comply with BC Hydro's Safety Practice Regulations (SPR), including the Power System Safety Protection ("**PSSP**"), Work Protection Practices ("**WPP**"), and lockout procedures. The Contractor will train or cause to be trained all persons engaged in the performance of the Work to a minimum of Category B under WPP and Category 3 under PSSP before the equipment is connected to the grid and from connection time forward all persons working on the equipment must maintain PSSP/WPP certification to the level required by the work being done.

3.7 Isolation

If the Contractor requires a change to the equipment isolation and lockout procedures to accommodate the performance of the Work, the Contractor will submit a lockout procedure change request to Hydro's Representative a minimum of three days in advance of the required change. BC Hydro will perform the requested switching and isolation at no charge to the Contractor. Notwithstanding the foregoing, BC Hydro will not be responsible for any costs associated with any delays or interruptions of the Work arising from changes to isolation of equipment requested by the Contractor.

3.8 WorkSafeBC Requirements

Within 60 days after the Effective Date but, in any event, before commencing any Work at the Site, and at any time on written request from Hydro's Representative, the Contractor will deliver to BC Hydro a statement from WorkSafeBC that:

- (a) each Subcontractor is registered and paying its premiums as required; and
- (b) a notice of project has been filed in accordance with Section 20.2 of the OHSR.

3.9 Indemnity for WCB Non-Compliance

If the Contractor or anyone employed by or through the Contractor in the performance of any Work does not comply with the requirements of the *Workers Compensation Act* (British Columbia), including payment and deduction and remittance of any and all contributions, premiums, fees, assessments and charges required to be made thereunder, the Contractor will indemnify BC Hydro from any cost, loss, liability or obligation which BC Hydro may incur as a result.

3.10 Failure to Comply with WorkSafeBC Requirements

If at any time the Work or portion of the Work is stopped because the Contractor, or any Subcontractor fails or refuses to comply with an order issued pursuant to the *Workers Compensation Act* (British Columbia), then such failure or refusal will be deemed to be a default to which the provisions of Section 15.1 of Schedule 2 [General Conditions] will apply.

4 SAFETY REQUIREMENTS

4.1 Emergency Response Plan

The Contractor will prepare an emergency response plan (the “**Emergency Response Plan**”) which:

- (a) aligns with BC Hydro’s Emergency Response Plan for the Site;
- (b) outlines the warning systems for evacuation that will be in place;
- (c) provides the Contractor’s (including all Subcontractors) emergency response protocol and procedures for safely managing potential emergency situations within the Safety Area; and
- (d) defines the detailed safe, effective and timely evacuation procedures in the event of an emergency at the Site.

The Contractor will, within 90 days after the Effective Date, submit the Emergency Response Plan to Hydro’s Representative for Review.

4.2 Compliance to the Emergency Response Plan

The Contractor will implement and comply with the Emergency Response Plan, and require all Subcontractors to comply with the Emergency Response Plan, prepared and as may be amended from time to time in accordance with the requirements of this Schedule 10 [Safety].

4.3 Amendment of the Emergency Response Plan

The Contractor will update the Emergency Response Plan as required during the performance of the Work so that it at all times covers the Work being performed. The Contractor will submit the amendments to the Emergency Response Plan to Hydro’s Representative for Review.

4.4 First Aid Responsibility for the Prime Contractor

When BC Hydro designates the Contractor as the Prime Contractor, the Contractor will be responsible for meeting the requirements of the *Workers Compensation Act* (British Columbia), to provide, operate and maintain first aid resources, supplies, equipment and facilities on the Site in accordance with WorkSafeBC First Aid Regulations.

The Contractor will at all times during the performance of the Work provide Qualified first aid attendants on Site as required by WorkSafeBC First Aid Regulations for all of the Contractor’s employees and agents, Subcontractors, their employees and agents and guests. The Contractor will monitor and manage the adequacy and effectiveness of its first aid program, processes and personnel during the performance of the Work.

The responsibilities include without limitation:

- (a) completing a first aid hazard assessment for the Safety Area, including an analysis of the length of time it will take to transport a worker to a hospital (the medical center being constructed as part of the worker accommodation camp (which is being provided by a contractor other than the Contractor) will not meet the requirements for a hospital or medical treatment facility);
- (b) complying with the first aid requirements for total head count for the Safety Area of responsibility; and

- (c) providing additional equipment, safety resources and certification levels required to comply with the WorkSafeBC requirements for first aid coverage for the safety area taking into account:
 - (i) the presence of multiple contractors and personnel in the Safety Area of responsibility;
 - (ii) overlapping Safety Areas;
 - (iii) work hazard ratings and risks arising from the performance of multiple work activities within the Safety Area of responsibility; and
 - (iv) the number of workers in the Safety Area of responsibility.

Notwithstanding the requirements in WorkSafeBC OSH Regulation Part 3, Schedule 3-A, the Contractor will provide an on-site Automated External Defibrillator (AED) and an emergency transportation vehicle, capable of safely transporting an injured worker in a stretcher. In addition, if evacuation from the worksite is expected to take more than an hour, the Contractor will develop a plan to evacuate workers by the fastest reasonable method with a goal of reducing evacuation time to an hour or less.

The Contractor will cooperate with Northern Health to establish a protocol for the emergency transportation of patients to Northern Health facilities.

4.5 Safety Training

The Contractor will, with respect to the performance of the Work, and will ensure that Other Contractors with respect to their work, develop, implement, monitor and update any and all training programs required to train their employees in the hazards of the Site and Work and the safe and proper performance of the Work. A safety training program will:

- (a) comply with all requirements of WorkSafeBC and BC Hydro's Safety Standards and Regulations;
- (b) be delivered by Qualified persons;
- (c) include orientation of all workers;
- (d) include training on life-saving rules;
- (e) identify and address both general and task specific hazards;
- (f) address the rights, obligations and duties of all persons engaged in the performance of the Work with respect to occupational health and safety;
- (g) address the potential consequences of non-compliance with the Site Safety Management Plan;
- (h) be tailored to the tasks, duties and responsibilities of each person engaged in the performance of the Work;
- (i) include references to applicable training documentation for trades apprentices;
- (j) include mechanisms for participants to evaluate and provide feedback with respect to the safety training sessions;
- (k) be modified as and when required to respond to participant evaluations and feedback;
- (l) be provided free of charge to all persons engaged in the performance of the Work during normal working hours; and

- (m) include such written tests as may be necessary to ensure that participants understand the material, including with respect to life saving rules, covered in the safety training sessions.

4.6 Failure to Comply

If the Contractor determines in its reasonable discretion that any employer or an employer's worker performing work within the Safety Area is creating an unsafe or harmful condition or is doing or failing to do something that constitutes an unsafe or harmful act, or has failed to comply with the *Workers Compensation Act* (British Columbia), the OHSR, BC Hydro's Safety Standards and Regulations or the SSMP, and that on written notice from the Contractor to the employer responsible for such of such condition, act or failure that the employer has failed or refused to take action to correct the condition, act or failure, including any condition, act or failure of a worker, then:

- (a) the Contractor may issue a written notice ("**Notice of Failure to Comply**") to the applicable employer stipulating in reasonable detail the basis for the issuance of the Notice of Failure to Comply, with a copy to Hydro's Representative;
- (b) on receipt of a Notice of Failure to Comply BC Hydro may, in reliance on the Notice of Failure to Comply, take whatever action it deems necessary to reduce or eliminate risk to workers;
- (c) on rectification of the condition, act or failure set out in a Notice of Failure to Comply issued by the Contractor, the Contractor will withdraw the Notice of Failure to Comply by endorsing on a copy thereof confirmation of the rectification, and the Contractor will deliver a copy of the endorsed Notice of Failure to Comply to the applicable employer and to Hydro's Representative, and in reliance on such receipt BC Hydro may take steps to permit the resumption of work; and
- (d) BC Hydro will be deemed to have relied on the terms of and the reasons set out in the Notice of Failure to Comply, and a subsequently endorsed notice that the condition has been rectified, notwithstanding any subsequent investigation or inquiry of the matter by BC Hydro, which BC Hydro may but will not be obligated to undertake, and the Contractor will indemnify and hold harmless BC Hydro in connection with any and all Claims arising in connection with the issuance of any Notice of Failure to Comply by the Contractor, or the subsequently endorsed notice, and any acts or omissions of BC Hydro in reliance on such notices.

5 **SAFETY MEETINGS**

5.1 Compliance, Participation, Attendance and Documentation

The Contractor will provide all documents, attend all meetings and conduct activities as required by the OSHR. The Contractor will cause the Contractor's Representative and its Subcontractors' senior site representatives to attend all safety meetings.

The Contractor will cause all Other Contractors doing work within the Safety Area to hold, and maintain minutes of, daily safety tailboard meetings. The Contractor will provide to BC Hydro weekly and monthly safety statistics in a form acceptable to BC Hydro. The Contractor will cause representatives of its management staff and its hourly employees to attend the combined BC Hydro weekly safety meetings.

5.2 General Meetings

The Contractor's Representative and the Contractor's Site Safety Coordinator will regularly attend any Site meetings, including:

- (a) Joint Health and Safety Committee meetings required under the *Workers Compensation Act* (British Columbia);

- (b) Site safety coordination meetings; and
- (c) meetings with the safety coordinators of all other Prime Contractors to share information regarding Site hazards and risk reduction.

In addition, the Contractor will provide advance notice, For Information Only, of all such meetings to Hydro's Representative. Representatives of BC Hydro will be permitted, but will not be obligated to, attend all such meetings.

5.3 Special Safety Related Meetings

At the commencement of the Work and at a minimum of once per quarter during the term of the Contract, senior representatives of the Contractor will meet with senior representatives of BC Hydro to:

- (a) review the safety with respect to the Work and the Safety Area both lagging and leading indicators;
- (b) discuss learnings and identify opportunities for improvement of safety with respect to the on-going performance of the Work; and
- (c) define corrective action plans to proactively enhance the safety environment and safety performance for the Project and all employees.

6 AUDITS AND INSPECTIONS

6.1 Access to Contractor's Work Area, Personnel and Records

The Contractor will allow BC Hydro and its agents' unrestricted access to carry out safety inspections and audits of Site Work, worksite conditions and all pertinent health and safety performance records to determine adherence to safety and health objectives ("**Safety Audits and Inspections**"). BC Hydro and its agents' personnel may carry out Safety Audits and Inspections without prior warning or notice to the Contractor. The Contractor will, during Safety Audits and Inspections, provide evidence of, or establish demonstrated compliance with, Safety Laws, the Site Safety Management Plans and Good Industry Practice.

6.2 Workplace Safety Audits

The Contractor will conduct workplace safety audits in accordance with Good Industry Practice at least once each month during the period between the Effective Date and the date of Total Completion.

Workplace safety audits will be conducted by the Contractor's Site Safety Coordinator or one of the Contractor's Construction Safety Officers. The Contractor will provide advance written notice, For Information Only, of each workplace safety audit to BC Hydro and Hydro's Representative may, but will not be obligated to, attend such audits. Workplace safety audits will measure the effectiveness of the Contractor's occupational health and safety systems and determine the Contractor's compliance with the OHSMP, the applicable SSMP's, Safe Work Procedures and Safety Laws.

The Contractor will review all workplace safety audit findings with the Contractor's representative responsible for the Safety Area being audited and will determine and implement corrective action for all identified nonconformities.

On or before the last day of each month, the Contractor will prepare and submit to Hydro's Representative, For Information Only, a completed audit report.

The Contractor will promptly remedy all unsafe conditions and procedures and provide a report back to BC Hydro confirming that the applicable issue has been remedied.

6.3 Response to Safety Deficiencies

If, in the opinion of BC Hydro, the Contractor's Work or operations pose an undue hazard, Hydro's Representative may shut down the Work or any portion of the Work until such time as the conditions are corrected. BC Hydro may verbally order the Contractor's Representative to shut down the Work or any portion of the Work effective immediately, and deliver notice in writing of the order to the Contractor's Representative within 48 hours after giving the verbal order. The Contractor will not be entitled to any compensation or payment from BC Hydro for any costs the Contractor incurs by reason of such shutdown or the implementation of corrective safety measures.

On or before the last day of each month the Contractor will prepare and submit to Hydro's Representative a statistical report for the month, in the form provided by Hydro's Representative, of all safety deficiencies. The Contractor will maintain such reports in accordance with Schedule 15 [Records]. The Contractor will document the implementation of all corrective actions and will, on a monthly basis, provide proof of the implementation of all corrective actions to BC Hydro.

6.4 Annual Audit

The Contractor will cause an independent third party, acceptable to BC Hydro, to conduct an audit of the Contractor's OHSMP to the BC Construction Safety Association's standard, not less than once each calendar year during the duration of the Contract, in order to assess the Contractor's compliance with, and implementation of, the OHSMP, as required by the Safety Laws and this Schedule 10 [Safety].

The Contractor will submit the independent auditor's report to BC Hydro within one week of the anniversary of the completion of the previous annual audit for Review, and in any event within 14 days after receipt.

6.5 Self-Reporting

The Contractor will implement and maintain an appropriate system of occupational health and safety management documentation, sufficient to demonstrate compliance with all applicable Safety Laws and the requirements of this Schedule 10 [Safety]. The Contractor will ensure that all health and safety reporting is prepared and maintained in a format that is consistent with BC Hydro's then current health and safety reporting systems.

7 ACCIDENTS AND INCIDENTS

7.1 Accident and Incident Reporting

The Contractor will:

- (a) immediately notify WorkSafeBC and BC Hydro of any incident if the incident involves serious injury or death, public safety, a public near-miss incident, a major structural failure or collapse, a major release of Hazardous Material, or any other circumstance which is required to be reported pursuant to Safety Laws. For the purposes of this Section 7.1(a), the Contractor will use the incident report form set out in Appendix 10-2 [Contractor Safety Incident Report Form] or such other form as Hydro's Representative may from time to time require;
- (b) where an incident investigation report is required pursuant to the *Workers Compensation Act* (British Columbia), prepare and submit such report to WorkSafeBC, and concurrently deliver a copy of such report to BC Hydro; and

- (c) prepare and deliver to BC Hydro an investigation to determine if there were causative coordination or compliance issues with the incident.

On or before the last day of each month, the Contractor will prepare and submit a statistical report, in the form provided by Hydro's Representative, of all incidents to BC Hydro and such report will be maintained in accordance with Schedule 15 [Records]. The Contractor will document the implementation of all corrective actions and will, on a monthly basis, provide proof of implementation of all corrective actions to BC Hydro.

7.2 Orders

The Contractor will ensure that if it or any Subcontractor of any tier receives an order issued by WorkSafeBC or any other authority having jurisdiction over safety issues on the Site (a "**Safety Order**"), the Contractor will, as soon as practicable, and in any event within 24 hours of receiving the Safety Order, notify Hydro's Representative in writing of the Safety Order.

The Contractor will copy Hydro's Representative on any correspondence between the Contractor and WorkSafeBC, including any Notice of Compliance delivered to WorkSafeBC and any inspection reports.

8 PUBLIC SAFETY

8.1 Public Safety Management Plan

The Contractor will develop a plan (the "**Public Safety Management Plan**") that:

- (a) outlines the measures, procedures and processes that the Contractor will ensure that its Subcontractors will implement to protect the public from any hazards associated with or generated by the performance of the Work that could affect the public (the "**Public Hazards**");
- (b) identifies, documents, tracks and evaluates potential Public Hazards; and
- (c) documents and manages the control measures implemented by the Contractor to eliminate, control or mitigate the Public Hazards with response priority based on BC Hydro's Risk Ranking and response profile.

The Contractor will implement and comply with the Public Safety Management Plan and will revise and update the Public Safety Management Plan as required to document the control measures implemented by the Contractor to eliminate, control or mitigate Public Hazards. The Contractors' Public Safety Management Plan will align with the BC Hydro Public Safety Management Plan for the overall Project.

If the Contractor becomes aware of a Public Hazard that places the public at risk, the Contractor will act immediately to correct or mitigate the Public Hazard. If the Contractor is unable to take immediate action to correct or mitigate such Public Hazard, the Contractor will immediately stop the performance of the Work, and immediately notify BC Hydro of the Public Hazard and await further notice and direction.

9 DANGEROUS GOODS

9.1 Dangerous Goods

All Dangerous Goods used, stored, transported, removed, disposed of or destroyed will be dealt with in accordance with Laws, Permits and the Contract Documents. The Contractor will bring on to the Site only those Dangerous Goods that are required for the performance of the Work on the Site.

9.2 Dangerous Goods Occurrence

If, during the performance of the Work or in the course of transporting Dangerous Goods to or from the Site, the Contractor is involved in a Dangerous Goods Occurrence, as defined in the Transportation of Dangerous Goods Act (Canada), the Contractor will immediately notify Hydro's Representative in writing.

10 FIRE PROTECTION

10.1 Fire Protection Equipment

The Contractor will as part of the Work:

- (a) install fire alarms, sprinklers and emergency response systems in the Contractor's Safety Areas and temporary and permanent facilities, as required under the British Columbia Fire Code;
- (b) provide firefighting equipment, respiratory equipment, and emergency response and rescue services across the Contractor's Safety Areas as required under Laws;
- (c) provide fire extinguishers in such quantities, types and sizes having regard to the fire related risks within the Contractor's Safety Areas and applicable Laws, and at a minimum, at the following locations:
 - (i) within all fixed and mobile machinery;
 - (ii) at all buildings;
 - (iii) at all construction trailers;
 - (iv) at all storage sheds in excess of 45 square metres;
 - (v) at all flammable and combustible storage areas;
 - (vi) at all liquefied petroleum fuel storage facilities;
 - (vii) at all laydown and materials and equipment storage areas;
 - (viii) at all compressed gas storage facilities; and
 - (ix) at other areas identified through the fire hazard assessment process;
- (d) provide fire specific personal protective equipment and store such equipment as required by applicable Laws;
- (e) establish procedures, schedules and notification for the testing, maintenance, and replacement of firefighting equipment required to be provided under Section 10 of this Schedule 10 [Safety];
- (f) replace immediately any fire extinguishers removed during inspection, maintenance and servicing; and
- (g) provide personnel trained to use the firefighting equipment required to be provided under Section 10 of this Schedule 10 [Safety].

10.2 FireSmart and Wildfires

The Contractor will:

- (a) ensure that its Work is carried out in compliance with the *Wildfire Act* (British Columbia) and the *Wildlife Regulations*, where applicable;
- (b) implement, in the Contractor's Work Area, FireSmart prevention measures where identified in the fire hazard assessment;
- (c) ensure accumulation of dry fuel, including non-merchantable or non-restoration related cleared vegetation, along the Project corridors is minimized to the extent feasible;
- (d) ensure fire resistant construction materials are used where practical; and
- (e) ensure that the burning of cleared vegetative material is conducted in accordance with the Open Burning Smoke Control Regulation and environmental practices acceptable to Hydro's Representative.

MAIN CIVIL WORKS CONTRACT

APPENDIX 10-2

CONTRACTOR SAFETY INCIDENT REPORT FORM

(see attached)

CONTRACTOR SAFETY INCIDENT REPORT FORM

1. **Contractor:** In the event of any injury (or near-miss incident) to a worker during the contracted work on the BC Hydro job site, as soon as practicable, notify Hydro's Representative of the incident, and submit an incident report.
 1. Complete this incident report form or your own safety incident report as long as it contains the same information.
 2. Forward the completed incident report to Hydro's Representative in electronic or paper copy.
2. **Hydro's Representative:** Use this incident report form completed by the Contractor's Representative to assist you with initiating and completing a BC Hydro Contractor Injury/Illness or near miss Incident report in BC Hydro SAP Incident Management System (IMS).

Note: Independent Contractors are responsible for incident reporting and investigations and as outlined by WorkSafeBC as per the Worker's Compensation Act Part 3 Division 10.

Incident Date:	Incident Time: Click here to enter text. AM <input type="checkbox"/> PM <input type="checkbox"/>
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Incident Information

Incident Location (Address/City): Click here to enter text.	
Brief Incident Description: Click here to enter text.	
Immediate Corrective Actions Taken (if needed): Click here to enter text.	
Description of Injuries and Immediate Treatment Received (including Left or Right side of body): Click here to enter text.	
Treatment Administered By? (e.g. First Aid Attendant/Doctor/etc.) Click here to enter text.	
Did Worker Have Lost Time Beyond Day of Injury?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Was There an Electrical Contact? If YES, please check all that apply	Yes <input type="checkbox"/> No <input type="checkbox"/> WITH: Person <input type="checkbox"/> Vehicle <input type="checkbox"/>

Contractor Information

Contractor Company Name:	Click here to enter text.	
Name of Contractor's Representative:	Click here to enter text.	
Address:	Click here to enter text.	
Telephone#:	Click here to enter text.	
Hydro's Representative Contract #:	Click here to enter text.	BC Hydro Project #: Click here to enter text.
Are You Prime On Site?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Hydro's Representative Name	Click here to enter text.	
E-Mail Address:	Click here to enter text.	
Telephone#:	Click here to enter text.	

MAIN CIVIL WORKS CONTRACT

SCHEDULE 11

PRICES AND PAYMENT

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 11

PRICES AND PAYMENT

1 INTERPRETATION

1.1 Definitions

In this Schedule 11 [Prices and Payment], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Advance Payment**” has the meaning set out in Section 7.4 of this Schedule 11 [Prices and Payment];

“**Advance Payment Letter of Credit**” has the meaning set out in Section 7.5 of this Schedule 11 [Prices and Payment];

“**Bonus**” has the meaning set out in Section 12.1 of this Schedule 11 [Prices and Payment];

“**Cement Product Rail Adjustment**” has the meaning set out in Section 8.5(b) of this Schedule 11 [Prices and Payment];

“**Cement Product Trucking Adjustment**” has the meaning set out in Section 8.5(a) of this Schedule 11 [Prices and Payment];

“**Contract Year**” has the meaning set out in Section 8.6(a)(i) of this Schedule 11 [Prices and Payment];

“**Contract Year Labour Cost**” has the meaning set out in Section 8.6(a)(ii) of this Schedule 11 [Prices and Payment];

“**Contractor Duties**” has the meaning set out in Section 9.4 of this Schedule 11 [Prices and Payment];

“**Contractor Taxes**” has the meaning set out in Section 9.4 of this Schedule 11 [Prices and Payment];

“**Contractor’s Actual Daily Electricity Use**” has the meaning set out in Section 8.2(a)(ii) of this Schedule 11 [Prices and Payment];

“**Contractor’s Actual Daily Guest Night Use**” has the meaning set out in Section 8.1(a)(ii) of this Schedule 11 [Prices and Payment];

“**Contractor’s Aggregate Electricity Use**” has the meaning set out in Section 8.2(a)(iii) of this Schedule 11 [Prices and Payment];

“**Contractor’s Aggregate Guest Night Use**” has the meaning set out in Section 8.1(a)(iii) of this Schedule 11 [Prices and Payment];

“**Contractor’s Electricity Use Entitlement**” has the meaning set out in Section 8.2(a)(i) of this Schedule 11 [Prices and Payment];

“**Contractor’s Electricity Use Overage**” has the meaning set out in Section 8.2(d) of this Schedule 11 [Prices and Payment];

“**Contractor’s Guest Night Entitlement**” has the meaning set out in Section 8.1(a)(i) of this Schedule 11 [Prices and Payment];

“Contractor’s Guest Night Overage” has the meaning set out in Section 8.1(d) of this Schedule 11 [Prices and Payment];

“Corresponding Fuel Product” has the meaning set out in Section 8.3(c) of this Schedule 11 [Prices and Payment];

“CN 7403” has the meaning set out in Section 8.4 of this Schedule 11 [Prices and Payment];

“Deposit Application” has the meaning set out in Section 5.2 of this Schedule 11 [Prices and Payment];

“Diversion Works” has the meaning set out in Section 7.8(a) of this Schedule 11 [Prices and Payment];

“Excusable Delay” has the meaning set out in Section 11.3 of this Schedule 11 [Prices and Payment];

“Fuel Surcharge Escalation Adjustment” has the meaning set out in Section 8.4 of this Schedule 11 [Prices and Payment];

“Indicative Cost of Labour” has the meaning set out in Section 8.6(d)(ii) of this Schedule 11 [Prices and Payment];

“Indicative Craft Trades” has the meaning set out in Section 8.6(a)(iii) of this Schedule 11 [Prices and Payment];

“Labour & Material Payment Bond” has the meaning set out in Section 3.2(b) of this Schedule 11 [Prices and Payment];

“Labour Escalation” has the meaning set out in Section 8.6(d)(iv) of this Schedule 11 [Prices and Payment];

“Labour Escalation Adjustment” has the meaning set out in Section 8.6(d) of this Schedule 11 [Prices and Payment];

“Labour Hourly Rates” has the meaning set out in Section 8.6(a)(iv) of this Schedule 11 [Prices and Payment];

“Liquidated Damages” means the amount of damages which under the terms of Section 11 of this Schedule 11 [Prices and Payment] the parties have agreed will be paid by one party to the other upon the occurrence of a defined event;

“Monthly Cement Product Adjustment” has the meaning set out in Section 8.5(c) of this Schedule 11 [Prices and Payment];

“Monthly Total Actual Volume” has the meaning set out in Section 8.3(a) of this Schedule 11 [Prices and Payment];

“Monthly Total Fuel Cost Escalation Adjustment” has the meaning set out in Section 8.3(e) of this Schedule 11 [Prices and Payment];

“Parent Company Guarantee” has the meaning set out out in Section 3.2(c) of this Schedule 11 [Prices and Payment];

“Performance Bond” has the meaning set out in Section 3.2 of this Schedule 11 [Prices and Payment];

“Performance Security” has the meaning set out in Section 3.1 of this Schedule 11 [Prices and Payment];

“Progress Payment Estimate” has the meaning set out in Section 6.1 of this Schedule 11 [Prices and Payment];

“Stockpile Type 1” has the meaning set out in Section 7.17(a)(i) of this Schedule 11 [Prices and Payment];

“Stockpile Type 2” has the meaning set out in Section 7.17(a)(ii) of this Schedule 11 [Prices and Payment];

“Stockpile Type 3” has the meaning set out in Section 7.17(a)(iii) of this Schedule 11 [Prices and Payment];

“Stockpile Unit Price” has the meaning set out in Section 7.17(b) of this Schedule 11 [Prices and Payment];

“Stockpile Volume Measurement Date” has the meaning set out in Section 7.17(c) of this Schedule 11 [Prices and Payment];

“Substantial Completion” has the meaning set out in Section 7.8 of this Schedule 11 [Prices and Payment];

“Temporary Stockpile Payment” has the meaning set out in Section 7.17(d) of this Schedule 11 [Prices and Payment];

“Total Completion” has the meaning set out in Section 7.11 of this Schedule 11 [Prices and Payment];

“Train Hauled Materials” has the meaning set out in Section 8.4 of this Schedule 11 [Prices and Payment]; and

“Warranty Work” means Work performed during the Warranty Period.

2 **GENERAL**

2.1 Monthly Payments

BC Hydro will make monthly payments to the Contractor in accordance with this Schedule 11 [Prices and Payment] on account of the Work performed by the Contractor in accordance with the Contract Documents during the monthly payment period, measured in accordance with Appendix 11-2 [Measurement and Payment]. The amount of the monthly payments will be calculated based on the unit and lump sum prices for the applicable Price Items as set out in Appendix 11-1 [Schedule of Prices and Estimated Quantities].

2.2 Complete Prices

The prices listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities] represent the complete price to BC Hydro, excluding GST, for the performance of the Work based on the estimated quantities in Appendix 11-1 [Schedule of Prices and Estimated Quantities]. Notwithstanding the generality of the above, the Price Items listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities] (including unit prices, lump sum prices, or other forms of pricing) will be deemed to include sufficient amounts to cover:

- (a) the costs of all labour, equipment and material included in or required for the complete performance of all the Work, including all the cost of all elements which, while not specifically listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities], are included in the Work

expressly in the Contract Documents or by necessary inference in the interpretation of the Contract Documents;

- (b) all overhead costs, including head office and on-Site overhead costs, and all amounts for the Contractor's profit required for or relating to the complete performance of the Work;
- (c) all costs associated with all Performance Security, including any overhead costs, whether head office or on-Site costs, with respect to the Performance Security; and
- (d) all costs associated with insurance, including any overhead costs, whether head office or on-Site costs, with respect to insurance;
- (e) all costs required for compliance with all Laws and Permits applicable to the performance of the Work; and
- (f) all applicable taxes, PST, duties, levies and charges (excluding only GST) payable in respect of the Work described in those Price Items as set out in Section 9.1 of this Schedule 11 [Prices and Payment].

2.3 Costs of Labour

The prices listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities] will be deemed to include all costs of labour required for the performance of the Work including the cost of:

- (a) compliance with the requirements of the Contract Documents;
- (b) all assessments payable with respect to labour as required by any statutory scheme such as Workers' Compensation, unemployment insurance, holiday pay, insurance, CPP and all employee benefits and compliance with all applicable Laws regarding trade or other qualifications of employees performing the Work; and
- (c) payment of appropriate wages for labour included in or required for the Work.

2.4 No Escalation

The Contractor will not be entitled to seek and BC Hydro will have no obligation to pay any amount on account of the escalation of any of the costs associated with the complete performance of the Work except as set out in Section 8 of this Schedule 11 [Prices and Payment].

2.5 Estimated Quantities

As provided by Section 1.6 of Appendix 11-2 [Measurement and Payment], the quantities listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities] are estimated and the actual quantities may vary.

3 PERFORMANCE SECURITY

3.1 Delivery of Performance Security

Unless expressly specified otherwise in the Contract Documents, within 28 days of the Effective Date, or by such later date as Hydro's Representative may agree to in writing, but in any event prior to the commencement of the Work, in addition to and not in substitution for any security that the Contractor is required to provide to BC Hydro under the Contract for the performance of the Work, and, unless otherwise agreed to in writing by Hydro's Representative, the Contractor will deliver to BC Hydro the

performance security specified in Section 3.2 of this Schedule 11 [Prices and Payment] (collectively, the "**Performance Security**").

3.2 Performance Security

- (a) Performance Bond: The Contractor will deliver to BC Hydro an executed performance bond (the "**Performance Bond**") in an amount equal to 20% of the total amount of the Contract Price. The Performance Bond will be held by BC Hydro as security for the Contractor's:
- (i) performance of all of the Contractor's obligations for Work under the Contract, including the payment of Liquidated Damages, if any, as specified in the Contract; and
 - (ii) warranty obligations for Work under the Contract described in Section 25 of Schedule 2 [General Conditions].

Performance Bond Form: The Performance Bond will be in the form and contain the content as set out in Appendix 11-4 [Form of Performance Bond] unless otherwise agreed in writing by BC Hydro.

The Performance Bond will be issued by a surety licensed to transact the business of suretyship in British Columbia, having a minimum credit rating of not less than Standard & Poor's A-, A.M. Best B++, Moody's A3 or DBRS A (low). If such credit rating agencies publish differing credit ratings for the same surety, the lowest credit rating of any of the credit rating agencies will apply for the purposes of this section. If the Performance Bond is issued by more than one surety on a joint and several basis, then the minimum credit rating requirement will be met as long as one of the joint and several sureties issuing the Performance Bond meets the minimum credit rating.

Performance Bond Term: The Performance Bond will be maintained by the Contractor, and will remain in full force and effect for the benefit of BC Hydro, until the earlier of:

- (iii) two years from the date on which the Contract is terminated; or
- (iv) the end of the Warranty Period as described in Section 25.3 of Schedule 2 [General Conditions].

For the purposes of this Contract the words "the date when the work is ready for use or is being used for the purpose intended" in the Performance Bond will mean the date that Hydro's Representative issues the certificate of Substantial Completion.

- (b) Labour & Materials Payment Bond: The Contractor will deliver to BC Hydro an executed labour and material payment bond (the "**Labour & Material Payment Bond**") in an amount equal to 5.0% of the total amount of the Contract Price payment obligations with respect to the Work. The Labour & Material Payment Bond will be held by BC Hydro as security for the Contractor's payment obligations for Work and Warranty Work under the Contract with respect to equipment, labour, materials and services.

Labour & Material Payment Bond Form: The Labour & Material Payment Bond will be in the form and contain the content as set out in Appendix 11-5 [Form of Labour & Material Payment Bond] unless otherwise agreed in writing by BC Hydro.

The Labour & Material Payment Bond will be issued by a surety licensed to transact the business of suretyship in British Columbia, having a minimum credit rating of not less than Standard & Poor's A-, A.M. Best B++, Moody's A3 or DBRS A (low). If such credit rating agencies publish differing credit ratings for the same surety, the lowest credit rating of any of the credit rating agencies will apply for the purposes of this section. If the Labour & Material Payment Bond is

issued by more than one surety on a joint and several basis, then the minimum credit rating requirement will be met as long as one of the joint and several sureties issuing the Labour & Material Payment Bond meets the minimum credit rating.

Labour & Material Payment Bond Term: The Labour & Material Payment Bond will be maintained by the Contractor, and will remain in full force and effect for the benefit of BC Hydro, until the earlier of:

- (i) two years from the date on which the Contract is terminated; or
- (ii) the end of the Warranty Period as described in Section 25.3 of Schedule 2 [General Conditions].

Notice of Bonding: The Contractor will:

- (iii) when it enters into a contract with a Subcontractor for a portion of the Work, advise the Subcontractor in writing that a Labour & Material Payment Bond is in effect; and
- (iv) supply the Subcontractor with a copy of the Labour & Material Payment Bond on request.

For the purposes of this Contract the words “following the date on which the Contractor ceased work on the Contract” in the Labour & Material Payment Bond will mean the date that Hydro’s Representative issues the certificate of Substantial Completion.

- (c) **Parent Company Guarantee:** The Contractor will deliver to BC Hydro a guarantee (the “**Parent Company Guarantee**”) in the amount equal to 25.0% of the total amount of the Contract Price, executed by an entity acceptable to BC Hydro. The Parent Company Guarantee will be held by BC Hydro as security for the Contractor’s:
 - (i) performance of all of the Contractor’s obligations for Work under the Contract, including the payment of Liquidated Damages, if any, as specified in the Contract;
 - (ii) payment obligations for Work and Warranty Work under the Contract with respect to equipment, labour, materials and services under the Contract and during Warranty Work; and
 - (iii) warranty obligations for Work under the Contract described in Section 25 of Schedule 2 [General Conditions].

Parent Company Guarantee Form: The Parent Company Guarantee will be in the form and contain the content as set out in Appendix 11-7 [Form of Parent Company Guarantee] unless otherwise agreed to in writing by BC Hydro. If the Contractor is composed of more than one member corporation then the parent of each member will sign the same, single Parent Company Guarantee on a joint and several basis, in the form as set out in Appendix 11-7 [Form of Parent Company Guarantee] amended as required to accommodate the multiple signatories. The guarantor under the Parent Company Guarantee must be acceptable to BC Hydro with respect to the guarantor’s ability to meet the guarantor’s obligations under the Parent Company Guarantee at all times during the Parent Company Guarantee term. If a material event causes BC Hydro, acting reasonably, to have concerns about the guarantor’s ability to meet the guarantor’s obligations under the Parent Company Guarantee, then BC Hydro may request financial statements of the guarantor to determine whether or not the guarantor continues to be acceptable to BC Hydro.

Parent Company Guarantee Term: The Parent Company Guarantee will be maintained by the Contractor (including renewal and replacement as necessary), and will remain in full force and effect for the benefit of BC Hydro, until the later of:

- (iv) two years from the date on which the Contract is terminated; or
- (v) the end of the Warranty Period as described in Section 25.3 of Schedule 2 [General Conditions].

3.3 Performance Security – BC Hydro's Rights

BC Hydro will have the immediate and absolute right to pursue its remedies under any and all of the Performance Security simultaneously, as long as there is no double recovery, and will not be required to exhaust its recourse under any one Performance Security before pursuing its remedies under another Performance Security, or any other remedy available to it under the Contract or at law:

- (a) upon the occurrence of any of the events specified in Sections 15.1 or 15.2 of Schedule 2 [General Conditions]; or
- (b) if the Contractor breaches any term of the Contract or fails to perform any obligation under the Contract (including failing to pay any amount owing to BC Hydro under the Contract or failing to provide the required Performance Security); or
- (c) if the Contractor fails to replace or have re-issued any Performance Security such that at all times the entity that has issued the then current Performance Security (1) meets the minimum required credit ratings, or (2) is acceptable to BC Hydro, acting reasonably.

3.4 No Limitation on BC Hydro's Remedies

The Performance Security given by the Contractor to BC Hydro pursuant to Section 3.2 of this Schedule 11 [Prices and Payment] will not in any way limit BC Hydro's other remedies under the Contract or applicable Laws.

3.5 Return of Performance Security

BC Hydro will return to the Contractor any unused Performance Security held by it under Section 3 of this Schedule 11 [Prices and Payment] after such Performance Security ceases to be of any force and effect in accordance with Section 3 of this Schedule 11 [Prices and Payment], or at such earlier time as BC Hydro may, in its sole discretion, consider appropriate.

4 MEASUREMENT AND PAYMENT

4.1 Measurement and Payment for Bill of Quantity Price Items

The performance of the Work will be measured for the purposes of payment as against the Price Items that are set out in Appendix 11-1 [Schedule of Prices and Estimated Quantities]. The measurement for payment is as described in Appendix 11-2 [Measurement and Payment].

5 PAYMENT FORMS

5.1 Breakdown of Contract Price

The Contractor will submit to Hydro's Representative, at least 14 days before the first application for payment, a schedule of values of the various parts of the performance of the Work based on the attached Appendix 11-1 [Schedule of Prices and Estimated Quantities], aggregating the total amount of the

Contract Price. The schedule of values will be also be based on Appendix 11-3 [Form of Payment Application – Schedule of Values], supported by such evidence as to its correctness as Hydro’s Representative may reasonably request, and, when approved by Hydro’s Representative, will be used as the basis for all applications from the Contractor for payment.

5.2 Direct Deposit Application Form

Within ten days of the Effective Date, or such later date as Hydro’s Representative may agree to in writing, the Contractor will provide to Hydro’s Representative a completed Direct Deposit Application Form in the form provided by Hydro’s Representative (the “**Deposit Application**”) giving details for direct payment by BC Hydro of payments owing under this Contract, for approval by Hydro’s Representative, acting reasonably. The following will apply to the information contained on the Deposit Application:

- (a) BC Hydro is entitled to rely on such information without further enquiry or investigation;
- (b) BC Hydro reserves the right (but does not have the obligation), in its sole discretion, to require the Contractor’s Representative to provide evidence as to the accuracy of such information;
- (c) the Contractor will, at no cost to BC Hydro, promptly provide such evidence to Hydro’s Representative; and
- (d) the Contractor will give Hydro’s Representative no less than 30 days advance written notice of any change to such information, failing which BC Hydro will be entitled to continue to rely on the information for the purposes of making payments owing to the Contractor under this Contract.

If at any time the information contained on the Contractor’s completed Deposit Application becomes inaccurate, or the Contractor wishes to amend such information, the Contractor’s Representative will submit to Hydro’s Representative a revised Deposit Application for approval by Hydro’s Representative, acting reasonably.

BC Hydro will make payments owing under the Contract as described in the Deposit Application approved by Hydro’s Representative.

6 PAYMENT APPLICATION AND PAYMENT INVOICES

6.1 Application for Monthly Payment

The Contractor will make application for payment as owing under the Contract by submitting a monthly estimate, in a format as Hydro’s Representative may require, within ten days before the end of a month to Hydro’s Representative (the “**Progress Payment Estimate**”) setting out a payment estimate of the progress of the Work achieved as of the end of that month. The Progress Payment Estimate will:

- (a) be in a form as approved by Hydro’s Representative based on the breakdown described in Section 5.1 of this Schedule 11 [Prices and Payment];
- (b) include:
 - (i) the Contract Price as of the date of application;
 - (ii) the quantities of Work completed by the Contractor in accordance with the Contract Documents in respect of each Price Item, measured in accordance with Appendix 11-2 [Measurement and Payment], including actual quantities in respect of any unit Price Items and the percentage completion of Work in respect of any lump sum Price Items;

- (iii) any pro-rated monthly amounts in respect of the lump sum Price Items specified in Appendix 11-2 [Measurement and Payment];
 - (iv) any amounts for which the Contractor is entitled to be reimbursed by BC Hydro in accordance with the Contract Documents;
 - (v) the value of any approved Change Orders;
 - (vi) the estimated value of any pending Change Orders;
 - (vii) the value of any payment adjustments under Section 8 of this Schedule 11 [Prices and Payment];
 - (viii) the Contractor's estimated value of Disputes;
 - (ix) the total amount earned to date exclusive of Disputes;
 - (x) the total Contract payments received to date and all amounts for holdbacks as apply in accordance with the terms of the Contract;
 - (xi) the total payment due in the current period; and
 - (xii) a 30 day cash flow forecast and forecast to completion based on monthly actuals to date;
- (c) comply with the measurement of the Work as described in Appendix 11-2 [Measurement and Payment];
- (d) include all amounts owing by the Contractor to BC Hydro including, as applicable, a monthly payment on account of the Advance Payment as described in Section 7.6 of this Schedule 11 [Prices and Payment]; and
- (e) be accompanied by:
- (i) the monthly updated Work Program and Schedule as described by Section 2.7 of Schedule 4 [Work Program and Schedule] that has been endorsed "Accepted";
 - (ii) the Monthly Progress Report covering the month prior to the month covered by the Progress Payment Estimate that has been endorsed "Accepted";
 - (iii) the work force report as described by Section 6.19 of Schedule 2 [General Conditions], in a form satisfactory to Hydro's Representative;
 - (iv) all supporting documents as expressly required by the Contract Documents;
 - (v) a statutory declaration in the form attached as Appendix 11-8 [Form of Environmental Compliance Statement]; and
 - (vi) a statutory declaration in the form attached as Appendix 11-9 [Form of Statutory Declaration].

6.2 BC Hydro Review of Payment Application

Within seven days after receipt of the Progress Payment Estimate as well as the other required material under Section 6.1 of this Schedule 11 [Prices and Payment], Hydro's Representative will, in consultation with the Contractor's Representative, review the Progress Payment Estimate and either:

- (a) if Hydro's Representative agrees with the amount claimed by the Contractor on a Progress Payment Estimate, then Hydro's Representative will return the Progress Payment Estimate to the Contractor's Representative with a written notice confirming such agreement; or
- (b) if Hydro's Representative disagrees with any amount claimed by the Contractor on a Progress Payment Estimate, then Hydro's Representative will return the Progress Payment Estimate to the Contractor's Representative with a written notice setting out:
 - (i) the amount, if any, Hydro's Representative agrees is payable; and
 - (ii) the reasons for the disagreement and, if available, the amount disputed.

6.3 Payment Invoice

Within ten days after receipt of the Progress Payment Estimate under Section 6.2(a) or Section 6.2(b) of this Schedule 11 [Prices and Payment], as the case may be, the Contractor's Representative will submit to BC Hydro an original invoice in the amount that Hydro's Representative has indicated under Section 6.2 of this Schedule 11 [Prices and Payment] is payable, dated the date the invoice is issued, with a copy of the invoice to Hydro's Representative. The original invoice will be submitted as follows:

- (a) if the Contractor is set up to do so, to BC Hydro's third party invoice processing provider, Ariba Network eCommerce. The Contractor will, at BC Hydro's request and at no cost to BC Hydro, implement the Ariba Network eCommerce system to transact all orders and invoicing with respect to the Contract; or
- (b) otherwise, by email to BCH-InvoicesforPayment@absu.accenture.com, or by hard copy to BC Hydro Accounts Payable, 6911 Southpoint Drive, Burnaby, BC V3N 4X8, both in accordance with any additional invoicing instructions provided by Hydro's Representative.

The Contractor will show as separate entries on any invoice or Progress Payment Estimate, as the case may be, submitted for payment, the GST payable by BC Hydro and collectable by the Contractor on that portion of Work invoiced or for which a Progress Payment Estimate has been issued. The Contractor will provide to BC Hydro on all invoices and Progress Payment Estimates the Contractor's GST registration number and all other information as may be required pursuant to the *Excise Tax Act* (Canada).

6.4 Application for Payment Not a Waiver

The Contractor's application for payment under Section 6.1 of this Schedule 11 [Prices and Payment] will be without prejudice to the Contractor's rights to dispute under Schedule 14 [Dispute Resolution Procedure].

7 PAYMENT

7.1 Payment

Payment will be made to the Contractor as follows:

- (a) BC Hydro will pay the Contractor the amount of each invoice prepared and submitted in accordance with Section 6.3 of this Schedule 11 [Prices and Payment], less any holdbacks, within 30 days after date of the invoice; and

- (b) all amounts due and owing as determined in accordance with Section 7.1(a) of this Schedule 11 [Prices and Payment] will be paid:
 - (i) if the Contractor is a Canadian entity, by direct deposit using an electronic funds transfer to the account the Contractor has designated in its then current Deposit Application; or
 - (ii) in any other case, either by wire transfer to the account the Contractor has designated in its then current Deposit Application or by cheque or bank draft, in BC Hydro's sole discretion.

Any fees charged by the receiving institution related to accepting or processing an electronic funds transfer or a wire transfer will be the responsibility of the Contractor.

Notwithstanding anything to the contrary in the Contract, BC Hydro will not make any payment to the Contractor unless and until all of the Performance Security is received by BC Hydro.

7.2 Payment Not a Waiver

No payment made to the Contractor by BC Hydro will at any time constitute approval or acceptance of any performed Work, nor be considered a waiver by BC Hydro of any of the terms of the Contract, nor relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirement of the Contract Documents.

7.3 Right of Set-off

BC Hydro may set-off, as against any amounts due to the Contractor, any amount owing from the Contractor to BC Hydro under the Contract, including Liquidated Damages and other amounts as payable under the Contract Documents.

[REDACTED]

[Redacted text block]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

7.8 Substantial Completion

“**Substantial Completion**” means the stage of completion of the Work when:

- (a) the Diversion Tunnels, including construction of the concrete tunnel plugs, including drilling and grouting operations; backfilling of the Diversion Tunnels upstream and downstream of the tunnel plugs with granular material and grout (including the Diversion Outlet Structures) and buttressing the diversion outlet portal with granular material (collectively the “**Diversion Works**”) are completely removed or decommissioned in accordance with the requirements of the Contract Documents;
- (b) with respect to all Work other than the Diversion Works, the main reservoir is filled to its “Maximum Normal Reservoir Level” as indicated in Contract Documents and such Work is sufficiently complete in accordance with the requirements of the Contract Documents so that BC Hydro can use the Work for its intended purposes;
- (c) the Work to be done under the Contract is capable of completion or correction at a cost of not more than 2% of the Contract Price;
- (d) any other conditions specified in the Contract Documents to be satisfied on or before Substantial Completion, including the submission of all information and documents required by Section 7.7 of this Schedule 11 [Prices and Payment], have been satisfied, or waived by BC Hydro; and
- (e) Hydro’s Representative has issued the certificate of Substantial Completion.

Hydro’s Representative will, no later than 23 days after the receipt of an application under Section 7.7 of this Schedule 11 [Prices and Payment], inspect the Work to verify the validity and accuracy of the application. Hydro’s Representative will, no later than a further seven days after the inspection, notify the Contractor in writing of approval, or the reasons for refusal, of the application. If the application is refused, then the Contractor will address the reasons for refusal and may re-apply for a certificate of Substantial Completion pursuant to Section 7.7 of this Schedule 11 [Prices and Payment]. The provisions of this Section 7.8 will apply to any such subsequent application.

When Hydro’s Representative, acting reasonably, determines that the requirements for Substantial Completion have been achieved (other than the issuance of the certificate of Substantial Completion), Hydro’s Representative will issue a certificate of Substantial Completion that includes the date of Substantial Completion. Concurrently with the issuance of such certificate, Hydro’s Representative will prepare a written list of items of the Work to be completed or corrected that were apparent to Hydro’s Representative in the inspection of the Work. The issuance of such list will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work, complete the

performance of the Work and correct all defects and deficiencies in the Work, all in accordance with the requirements of the Contract Documents.

7.9 Deficiencies Holdback

BC Hydro may retain, out of the amount due and owing to the Contractor upon Substantial Completion, an amount equal to two times the value of the estimated cost to complete or correct the items set out in the list provided pursuant to Section 7.7(a) of this Schedule 11 [Prices and Payment]. If the total amount due and owing to the Contractor upon Substantial Completion is less than two times the value of the estimated cost to complete or correct the items set out in the list provided pursuant to Section 7.7(a) of this Schedule 11 [Prices and Payment], then such difference will be immediately due and owing by the Contractor to BC Hydro upon receipt of an invoice from BC Hydro for such difference.

7.10 Application for Total Completion

When the Contractor judges that all deficiencies have been corrected and that the performance of the Work is fully complete except for Contractor's warranty obligations, the Contractor may apply to Hydro's Representative for a certificate of Total Completion. The application will be in writing and will include the following:

- (a) evidence that all deficiencies have been corrected and approved by Hydro's Representative;
- (b) evidence from the Workers' Compensation Board of British Columbia that the Contractor is in good standing;
- (c) a statement as to the status of amounts owing to first tier Subcontractors and as to any unresolved claims made by Subcontractors against the Contractor or another Subcontractor; and
- (d) a statutory declaration substantially in accordance with Appendix 11-9 [Form of Statutory Declaration].

7.11 Total Completion

Hydro's Representative will, as soon as practicable after receipt of an application under Section 7.10 of this Schedule 11 [Prices and Payment], inspect the Work to verify the validity of the application and, when all Work is complete in accordance with the requirements of the Contract Documents except for the Contractor's warranty obligations ("**Total Completion**"), issue the certificate of Total Completion.

7.12 Limitation of Certificates

Neither Hydro's Representative nor BC Hydro, by issuing any certificate, including a certificate of Substantial Completion or Total Completion, guarantees, or otherwise becomes liable or responsible in any way for, the completeness or correctness of the Work, and no certificate will make Hydro's Representative or BC Hydro in any way responsible or liable for the performance of the Work.

7.13 Waiver of Claims

As of the dates of the Contractor's application for Substantial Completion and Total Completion, the Contractor expressly waives and releases the Indemnified Parties from any and all Claims which, as of the date of the applicable application, the Contractor has or reasonably ought to have known the Contractor has against the Indemnified Parties, or any one of them, with respect to the performance of the Work or with respect to the Contract, including those that may arise from the negligence of or breach of the Contract by an Indemnified Party, or any other representative of BC Hydro, except for Claims set out in writing and delivered to Hydro's Representative prior to the delivery by the Contractor of the applicable application and still unsettled.

7.14 Provisional Sums

If BC Hydro has designated a portion of the Work as a provisional sum(s) in Appendix 11-1 [Schedule of Prices and Estimated Quantities] then the amount of payment for such Work will be as set out in a Change Order. Payment for Work covered by a provisional sum will be limited to the Direct Costs of such work, plus a Mark-Up of 15%. BC Hydro will not owe any compensation on account of work covered by a provisional sum that BC Hydro elects not to include in the Work.

7.15 Interest on Overdue Amounts

If payment on any amount payable under the Contract is not made when due, interest will be payable on such amount as of the date the amount became payable at the Prime Rate established as of the date the amount became payable, plus 2% compounded monthly.

7.16 Optional Work

Work related to Price Items that are identified in Appendix 11-1 [Schedule of Prices and Estimated Quantities] as "Optional Work" will be included in the Work only as directed in writing by Hydro's Representative, in which event the related Price Item will apply and, for certainty, Section 1.6.2 of Appendix 11-2 [Measurement and Payment] will apply with respect to that Price Item. The Contractor will not proceed with any "Optional Work" without the written direction of Hydro's Representative.

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or through them in connection with the Work, and includes all customs duties with respect to all imported equipment and materials.

9.2 GST

GST will be identified as a separate line item on all invoices, and will be payable by BC Hydro to the Contractor as a separate item in addition to the Contract Price.

9.3 Input Tax Credits

Each party will provide to the other party at all times when any GST is required to be paid, such documents and particulars relating to the supply as may be required by either BC Hydro or the Contractor, as the case may be, to substantiate a claim for any input tax credits as may be permitted pursuant to the *Excise Tax Act* (Canada) in respect of GST.

9.4 Payment of Taxes

Except as may be specifically and expressly set out in the Contract Documents, the Contract Price (and any part of the Contract Price) paid or payable by BC Hydro to the Contractor includes all applicable taxes, PST, levies and charges (excluding only GST) payable or assessed on any of the Contractor, Subcontractors, or their employees or other Persons engaged by or through them by any and all Governmental Authorities in connection with the performance of the Work ("**Contractor Taxes**"), and includes all customs duties with respect to all imported equipment and materials regardless of whether such equipment is held in the name of the Contractor, a Subcontractor or BC Hydro at the time of import ("**Contractor Duties**"). The Contractor is solely responsible to incur and bear the Contractor Taxes and Contractor Duties on inputs relating to the Work.

9.5 Tax Indemnity

The Contractor will indemnify and hold harmless the Indemnified Parties, or any one of them, from and against any liability and costs incurred by them in respect of any Contractor Taxes or Contractor Duties, or any other related charges, including any related interest, fines, or penalties and any related reporting obligations and costs incurred as a consequence of such. The Contractor will be registered with all Governmental Authorities in accordance with Laws and will comply with all of its obligations to pay any such Contractor Taxes and Contractor Duties. Notwithstanding any other provision in the Contract, BC Hydro may, in its sole discretion, withhold from any monies owed to the Contractor, whether such monies are owed under and pursuant to the Contract or otherwise, such amounts as are payable by the Contractor in respect of Contractor Taxes or Contractor Duties for which BC Hydro becomes or may become liable.

9.6 Non-Resident

The Contractor represents and warrants that it is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada). In the event that the Contractor becomes a non-resident of Canada for purposes of the *Income Tax Act* (Canada), the Contractor will provide Hydro's Representative with written notice of such circumstance.

If the Contractor:

- (a) is a "non-resident person" (as defined in the *Income Tax Act* (Canada));
- (b) provides or performs any part of the Work in Canada; and
- (c) has not received and provided Hydro's Representative with a copy of a waiver letter from the Canada Revenue Agency,

then BC Hydro may deduct and withhold 15% of the value of the Work performed in Canada, or such other amount as may be specified by the Canada Revenue Agency from time to time, and remit such amount according to Laws. If the Canada Revenue Agency assesses BC Hydro for a failure to deduct non-resident withholding tax, then the Contractor will indemnify the Indemnified Parties against all taxes, penalties, interest and costs resulting from such failure.

If the Contractor hires employees or Subcontractors who are not residents of Canada to perform any portion of the Work, the Contractor will, as part of the Work, be responsible for all income tax compliance and other expenditures relating to non-resident workers.

9.7 Tax Exemptions, Refunds and Compliance

The Contractor will, where applicable, use all commercially reasonable efforts to obtain for the benefit of BC Hydro all available exemptions, deductions, rebates, remissions and refunds for all Contractor Taxes and Contractor Duties, including any other related charges, including any related interest, fines or penalties, and upon receipt of any amount in respect of any such exemption, deduction, rebate, remission or refund, the Contractor will promptly pay such amount to BC Hydro.

The Contractor will show as separate entries on any invoice submitted for payment, each of the GST and, if applicable, the PST, in each case, payable by BC Hydro and collectable by the Contractor on that portion of the Work invoiced or for which a monthly estimate has been provided.

The Contractor will self-assess the PST payable on all taxable equipment and materials that are brought into British Columbia for incorporation into the Work unless an exemption applies (such as the PST exemption for production machinery and equipment). The Contractor will use the landed cost of the equipment or materials in British Columbia as the tax base for the self-assessment.

If the Contractor is required to collect PST from BC Hydro, the Contractor must be registered to do so in the Province of British Columbia.

If the Contractor is required to collect GST from BC Hydro, the Contractor must be registered for GST under the *Excise Tax Act* (Canada) and must provide to BC Hydro on all invoices the Contractor's Canadian federal GST registration number and all other information as may be required pursuant to the *Excise Tax Act* (Canada).

9.8 Tax Change

Where, at any time after the Effective Date:

- (a) the rate of any applicable Canadian federal or British Columbia sales tax, excise tax, or duty has been varied;
- (b) the application of any Canadian federal or British Columbia sales tax, excise tax, or duty has been changed; or
- (c) a new Canadian federal or British Columbia sales tax, excise tax, or duty has been levied,

that causes an increase or decrease to the expenditure for property and services with respect to the Work, either party may before the certificate of Substantial Completion is issued give written notice to the other party that such event is a Change to which Schedule 12 [Changes] applies. The party seeking a Change will provide a detailed analysis of the estimated expenditure on property and services as at the Effective Date, and this estimate will be used to calculate the increase or decrease in expenditure if there is a Change as contemplated in this Section 9.8.

9.9 Termination and Modification Payments and Bulk Transactions

If Section 182 of the *Excise Tax Act* (Canada) applies to a termination or modification payment made by BC Hydro under this Contract, the Contractor will remit the applicable GST included in the amount payable on its next GST return for the period the payment is made.

If termination of this Contract qualifies as a "bulk transaction" as contemplated in Section 187 of the *Provincial Sales Tax Act* (British Columbia), the Contractor will request a certificate as required under Subsection 187(3) of the *Provincial Sales Tax Act* (British Columbia) in a timely manner and provide a copy of the certificate to BC Hydro.

10 FINAL ACCOUNTING AND PAYMENT

10.1 Summary of Payments

After the Certificate of Total Completion has been issued, Hydro's Representative will prepare a summary of all payments due to the Contractor, setting off the total of all:

- (a) payments already made by BC Hydro to the Contractor under the Contract;
- (b) amounts payable by the Contractor to BC Hydro under the Contract;
- (c) amounts payable by the Contractor to BC Hydro in respect of any other matters under the Contract in respect of which the cost is to be borne by the Contractor; and
- (d) amounts paid by BC Hydro on behalf of the Contractor or a Subcontractor to a third party.

10.2 Certification

Where satisfied that the Work has been properly performed under the Contract, Hydro's Representative will certify in the summary the amount which, after the set off, is owing by one party to the other and will send a copy of the summary to the Contractor.

10.3 Payment Due

The party owing any amount certified in the summary in Section 10.2 of this Schedule 11 [Prices and Payment] as payable will pay that amount to the other party within 30 days:

- (a) in the case of BC Hydro, after certification of the summary; and
- (b) in the case of the Contractor, after receipt of an invoice for the amount owing.

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 12

CHANGES

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 12

CHANGES

1 INTERPRETATION

1.1 Definitions

In this Schedule 12 [Changes], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“Change” means a change, including an addition, deletion, alteration, substitution or otherwise, to the Work;

“Change Directive” has the meaning set out in Section 2.5 of this Schedule 12 [Changes];

“Change Order” has the meaning set out in Section 2.4 of this Schedule 12 [Changes];

“Change Report” means a written report prepared by the Contractor in response to a Preliminary Change Instruction, containing the information described in Section 3.3 of this Schedule 12 [Changes];

“Preliminary Change Instruction” has the meaning set out in Section 3.1 of this Schedule 12 [Changes];

“Small Tool” means a small tool or equipment item with a replacement value of no more than \$1,500.00 per tool or item; and

“Value Engineering Proposal” has the meaning set out in Section 7.1 of this Schedule 12 [Changes].

2 CHANGES

2.1 BC Hydro’s Right to Require Changes

BC Hydro may require a Change by issuing a written Change Order or a written Change Directive, and except to the extent that a Change Order or Change Directive expressly requires otherwise, the Contractor will comply with all applicable terms of the Contract Documents, including Schedule 2 [General Conditions] and Schedule 6 [Specifications and Drawings] in implementing the Change.

2.2 Restrictions on Changes

BC Hydro will not at any time require, and the Contractor may refuse to implement, a Change which:

- (a) would be contrary to Laws;
- (b) would render the insurance policies required under this Contract void or voidable and BC Hydro does not agree to replacement security satisfactory to the Contractor acting reasonably;
- (c) would cause the revocation of any Permit required by the Contractor to perform its obligations under this Contract, and such Permit would not, using reasonable efforts, be capable of amendment or renewal;
- (d) would require a new Permit for the Contractor to perform its obligations under this Contract, which Permit would not, using reasonable efforts by the Contractor or BC Hydro, as applicable, be obtainable; or

- (e) would cause the Contractor to be unable to obtain a Permit required by the Contractor to perform its obligations under this Contract, provided that such Permit was previously required but at the time of the Preliminary Change Instruction had not been obtained and such Permit would not, using reasonable efforts by the Contractor or BC Hydro, as applicable, be obtainable.

If the Contractor, acting reasonably, determines that a Change is unacceptable because it contravenes one or more of the above, then the Contractor will promptly deliver written notice to BC Hydro of its objection, with written reasons. If BC Hydro disagrees then it may deliver a Dispute Notice to the Contractor, and the parties will cooperate to have the issue resolved in a timely manner in accordance with Schedule 14 [Dispute Resolution Procedure].

2.3 No Change Without Written Direction

Except as expressly set out otherwise in the Contract Documents, the Contractor will not proceed with any Change prior to the receipt of a written Change Order or Change Directive issued by BC Hydro. No claim for an adjustment to the Contract Price or the time for the performance of the Work may be made without such written direction. The Contractor will not be entitled to, nor will the Contractor rely on, any oral representation (except in an emergency), Site meeting discussion or minutes, or other communication as approval for a Change.

2.4 Change Orders

When the adjustments, if any, to the Contract Price or the time for the performance of the Work or both with respect to a Change are agreed by BC Hydro and the Contractor, Hydro's Representative will issue a written approval (a "**Change Order**") setting out:

- (a) a description of the Work covered by the Change;
- (b) the price or method of valuation for such Work;
- (c) the total adjustment, if any, to the Contract Price (excluding only GST) on account of the Change and, for certainty, will be deemed to include all claims for compensation on account of all related costs, including all direct, indirect or "impact" costs, overheads, and all other costs, and all mark-ups and profits, even if the Change Order does not specifically mention such items; and
- (d) the net effect on the time for the performance of the Work on account of the Change and, for certainty, will be deemed to include all effects on the time for the performance of the Work, and if there is no mention in the Change Order of a required adjustment to the time for the performance of the Work, then the Change Order will be interpreted to mean that the Contractor will complete the performance of the Work covered by the Change Order without any adjustment to the time for the performance of the Work.

Hydro's Representative and the Contractor's Representative will sign the Change Order to confirm agreement and, upon receipt of a signed Change Order, the Contractor will proceed with the Change without delay.

2.5 Change Directives

Subject to Section 2.2 of this Schedule 12 [Changes], but notwithstanding any other provision of this Schedule 12 [Changes], BC Hydro may at any time issue a written direction (a "**Change Directive**") to the Contractor, signed by Hydro's Representative, directing the Contractor to proceed with a Change as described in the Change Directive, and for certainty BC Hydro may issue a Change Directive:

- (a) in the absence of a Preliminary Change Instruction;

- (b) at any time following issuance of a Preliminary Change Instruction, if the Contractor fails to provide a Change Report;
- (c) if a Change Report or Change Order is not promptly agreed upon by the parties; or
- (d) if there is a Dispute in relation to a Preliminary Change Instruction, Change Report or Change Order.

Upon receipt of a Change Directive the Contractor will proceed with the Work, including the Change, without delay, without prejudice to the Contractor's and BC Hydro's rights to claim an adjustment to the Contract Price and the time for the performance of the Work or both as a result of the Change, and the following will apply:

- (e) the valuation of the cost of the Change and impact on the Work Program and Schedule will be evaluated in the same manner as described in Section 5 of this Schedule 12 [Changes], calculated as soon as reasonably possible after the delivery of the Change Directive;
- (f) pending a final determination as to any adjustments to the Contract Price or the time for the performance of the Work or both for the Change, BC Hydro will make a monthly payment to the Contractor of amounts the Contractor substantiates that it incurred on account of the Change and that BC Hydro, acting reasonably, agrees are owing on account of the Change;
- (g) if the parties reach agreement on adjustments to the Contract Price or the time for the performance of the Work or both for the Change, BC Hydro will issue a signed Change Order confirming the valuation of the Change and the impact on the Work Program and Schedule;
- (h) if within 30 Business Days after the delivery of a Change Directive to the Contractor, or such other time as the parties acting reasonably may agree in writing, the parties have not reached agreement on a Change Order covering all Changes implemented by the Change Directive, then Hydro's Representative will deliver to the Contractor's Representative a draft Change Order acceptable to BC Hydro covering all Changes in the Change Directive, and if the Contractor does not agree to the draft Change Order within 10 Business Days of receipt by the Contractor, or such other time as the parties acting reasonably may agree in writing, then either party may refer the valuation of the cost of the Change and impact on the Work Program and Schedule to be settled in accordance with Schedule 14 [Dispute Resolution Procedure].

3 POTENTIAL CHANGES

3.1 Preliminary Change Instruction

BC Hydro may at any time issue to the Contractor a written instruction (a "**Preliminary Change Instruction**") describing a contemplated Change that BC Hydro is considering. A Preliminary Change Instruction will include sufficient description of the contemplated Change, including any requirements under Section 3.8(b) of this Schedule 12 [Changes], to permit the Contractor to prepare a Change Report.

3.2 Delivery of Change Report

Subject to Section 2.2 of this Schedule 12 [Changes], as soon as practicable and in any event, to the extent reasonably possible, within 15 Business Days after receipt of a Preliminary Change Instruction, or such other period as the parties may agree in writing acting reasonably, the Contractor will, at its cost, prepare and deliver to BC Hydro a Change Report, signed by the Contractor's Representative, for the contemplated Change described in the Preliminary Change Instruction.

3.3 Change Report Contents

As part of a Preliminary Change Instruction issued under Section 3.1 of this Schedule 12 [Changes], BC Hydro may direct the Contractor to include in its Change Report any information reasonably required to assist BC Hydro with the contemplated Change, including the following:

- (a) a description of the scope of the contemplated Change;
- (b) a comparison of the scope of Work as a result of the contemplated Change as compared to the scope prior to the Change;
- (c) subject to the Contractor's duties under Section 30.2 of Schedule 2 [General Conditions], a description of any adjustments to the Work Program and Schedule which the Contractor will require as a result of the implementation of the contemplated Change (including details of any corresponding adjustments required by any Subcontractor); and
- (d) an estimate of all Direct Costs, if any, associated with the contemplated Change, including the following (which will be shown separately if requested by BC Hydro), as applicable:
 - (i) the cost of all design, if any (based on the estimated number of hours reasonably required to perform any such design);
 - (ii) all labour, material and equipment costs, supported as the case may be by quotations from applicable Subcontractors;
 - (iii) all additional costs of direct management of the Work, including supervision of trade foremen and Site overheads;
 - (iv) all costs of Permits required on account of the Change, including any required new Permit(s) or amendment or renewal of an existing Permit(s);
 - (v) all costs associated with services provided by third party professional advisors or subcontractors;
 - (vi) an estimate of the cost savings, if any, resulting for any reason (including reduction in scope of Work or reduction in the time for the performance of the Work) from the contemplated Change;
 - (vii) any proposal(s) as to how the contemplated Change could be accomplished at a lower or zero net cost;
 - (viii) a description of the extent to which the contemplated Change would interfere with the Contractor's ability to comply with any of its obligations under the Contract, any Subcontracts, any Laws and any Permits;
 - (ix) the name of the Subcontractor(s) (if any) which the Contractor intends to engage for the purposes of implementing the contemplated Change together with a description of the qualifications of any such Subcontractor(s) so as to demonstrate the ability of such Subcontractor(s) to implement the contemplated Change;
 - (x) a description of any further effects (including benefits and impairments) which, the Contractor foresees as being likely to result from the contemplated Change;
 - (xi) a description of any actions that would be reasonably required by BC Hydro to implement the contemplated Change; and

- (xii) a description of the steps the Contractor will take to implement the contemplated Change, in such detail as is reasonable and appropriate in all the circumstances.

The cost or impact on the Work Program and Schedule of the correction of a Defect or Deficiency will not be included in the valuation of a Change.

All of the costs described in this Section 3.3 will be provided in the dollar amounts applicable as of the date of the Change Report. There will be no indexation of any cost amounts unless specifically agreed to by BC Hydro.

3.4 Change Report to Cover all Cost and Time

Any Change Report submitted by the Contractor will, except as expressly set out otherwise in the Change Report, be interpreted to represent the proposed total adjustment to the Contract Price (excluding only GST) and the net effect on the time for the performance of the Work on account of such contemplated Change, and, for certainty, will be deemed to include:

- (a) all claims for compensation on account of all related costs, including all direct, indirect or “impact” costs, overheads, and all other costs, and all mark-ups and profits, even if the Change Report does not specifically mention such items; and
- (b) all effects on the time for the performance of the Work, and if there is no mention in the Change Report of a required adjustment to the time for the performance of the Work, then the Change Report will be interpreted to mean that the Contractor will complete the performance of the Work as covered by the Change Report without any adjustment to the time for the performance of the Work.

3.5 Third Party Costs to Prepare Change Report

If the Contractor is unable to prepare a Change Report without the assistance of third party professional advisors or subcontractors, and if the Contractor wishes to be reimbursed for the costs of such third parties pursuant to Section 3.7 of this Schedule 12 [Changes], then the Contractor will only be entitled to make a claim for such costs if the Contractor obtains Hydro’s Representative’s prior written approval to retain such third parties.

3.6 Justification and Supporting Documentation for Contemplated Change Estimates

The cost estimates included in a Change Report will be in sufficient detail to allow evaluation by BC Hydro and will include such supporting information and justification as is necessary to demonstrate that:

- (a) the Contractor has used all reasonable efforts, including utilizing competitive quotes or tenders, to minimize the cost of a contemplated Change and maximize potential related cost savings;
- (b) the Contractor and Subcontractors have valued the Change as described in Section 5.1 of this Schedule 12 [Changes], and have not included margins or mark-ups not provided for in Section 5.2 of this Schedule 12 [Changes];
- (c) the full amount of any and all expenditures that have been reduced or avoided have been fully taken into account; and
- (d) the Contractor has mitigated or will mitigate, in accordance with Section 30.2 of Schedule 2 [General Conditions], the impact of the contemplated Change, including on the Work Program and Schedule and the Direct Costs to be incurred.

3.7 Contractor's Costs to Prepare Change Report

If, following receipt of a Change Report:

- (a) BC Hydro elects to proceed with the contemplated Change, then all costs incurred by the Contractor to prepare the Change Report will be paid by the Contractor, and the Change Order issued with respect to the contemplated Change will be deemed to be the entire compensation payable by BC Hydro for such Change; or
- (b) BC Hydro, for any reason, elects not to proceed with a contemplated Change, then:
 - (i) if the Contractor retained third parties pursuant to Section 3.5 of this Schedule 12 [Changes], then BC Hydro will pay the Contractor the Direct Costs paid to all such third parties who were approved in advance by Hydro's Representative; and
 - (ii) the Contractor will bear all other costs incurred by the Contractor to prepare the Change Report.

3.8 Agreement on a Change

Following receipt by BC Hydro of a Change Report prepared in accordance with Section 3.3 of this Schedule 12 [Changes]:

- (a) as soon as practicable, and in any event within 15 Business Days after BC Hydro receives a Change Report, or such longer period as the parties acting reasonably may agree in writing, BC Hydro will deliver to the Contractor any requests for clarifications or amendments, and on request from Hydro's Representative the parties' Representatives will meet without delay and use all reasonable efforts to reach agreement on the Change Report;
- (b) if BC Hydro is required by applicable Law or Governmental Authority to require the Contractor to competitively tender any contract in relation to a contemplated Change, the Contractor will, to BC Hydro's satisfaction acting reasonably, obtain and evaluate competitive tenders for the proposed Change; and
- (c) BC Hydro may in writing modify a Preliminary Change Instruction at any time prior to the parties reaching an agreement on the Change Report in which case the Contractor will, as soon as practicable and in any event not more than 10 Business Days after receipt of such modification (or such longer period as the parties acting reasonably may agree in writing), notify BC Hydro of any consequential changes to the Change Report.

If Hydro's Representative accepts the Change Report in response to a contemplated Change, or the parties otherwise agree to proceed with the contemplated Change on terms different from those in the Change Report, then the Change Report or such other agreed to terms will be recorded in a Change Order, signed by the parties and issued pursuant to Section 2.4 of this Schedule 12 [Changes].

3.9 Disagreement on Change Report

If the parties do not agree on a Change Report, then BC Hydro may:

- (a) elect not to proceed with the Change described in the Preliminary Change Instruction; or
- (b) issue a Change Directive with respect to some or all of the Change described in the Change Report.

4 CLAIM FOR A CHANGE

4.1 Claim for a Change

If the Contractor at any time wishes to claim that a Change has occurred, then:

- (a) if the Contractor receives a direction, instruction or decision from Hydro's Representative for which a Change Order or Change Directive was not given, then the Contractor may only claim an adjustment to the Contract Price or an adjustment to the time for the performance of the Work or both as follows:
 - (i) prior to proceeding with such direction, instruction or decision, the Contractor will give written notice to Hydro's Representative of its intention to make such a claim with sufficient detail to permit Hydro's Representative to be able to understand the basis for the claim as well as the anticipated impact on the Contract Price, if any, and the time for the performance of the Work, if any; and
 - (ii) the Contractor will maintain daily records of the resources used in connection with the claimed Change, including labour, equipment and materials, prepared contemporaneously with the performance of the affected Work, and submit such records, together with the amount claimed for such affected Work, to Hydro's Representative on a weekly basis with each submission containing the previous week's records;
- (b) upon receipt of a notice under Section 4.1(a)(i) of this Schedule 12 [Changes] from the Contractor, Hydro's Representative will promptly investigate the conditions giving rise to the claimed Change;
- (c) in no event will the Contractor be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price or the time for the performance of the Work on account of any circumstance, condition or event that entitles the Contractor to make a claim under Section 4.1 of this Schedule 12 [Changes]:
 - (i) that occurs more than seven days prior to the notice delivered by the Contractor to Hydro's Representative as provided by Section 4.1(a)(i) of this Schedule 12 [Changes]; or
 - (ii) notwithstanding Section 4.1(c)(i) of this Schedule, to the extent BC Hydro is materially prejudiced by any delay in the Contractor complying with its obligations under Section 4.1(a)(i) of this Schedule; and
- (d) in no event will the Contractor be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price on account of any circumstance, condition or event that entitles the Contractor to make a claim under Section 4.1 of this Schedule 12 [Changes] for which the Contractor has not kept, nor made available to Hydro's Representative, the records as required under Section 4.1(a)(ii) of this Schedule 12 [Changes].

If Hydro's Representative refuses the Contractor's request for a Change Order or Change Directive, then such refusal will be subject to settlement in accordance with Schedule 14 [Dispute Resolution Procedure].

5 VALUATION OF CHANGES

5.1 Valuation of Changes

The value and method of valuation of a Change will be determined by one or more of the following methods:

- (a) as set out in a Change Report, if any, and accepted in writing by Hydro's Representative, in accordance with this Schedule 12 [Changes];
- (b) by a lump sum as agreed by the parties covering some or all of the Change;
- (c) by unit prices as applicable to the Work covered by the Change; and
- (d) to the extent not settled under one or more of Sections 5.1(a), 5.1(b) or 5.1(c) of this Schedule 12 [Changes], by the Direct Costs (or cost saving) as a result of implementing the Change, calculated subject to the following:
 - (i) the rates and charges applied will be no greater than the market rates and charges prevailing at the time of the implementation of the Change, paid between arms-length contracting parties; and
 - (ii) unless otherwise agreed by BC Hydro in writing, the Contractor will obtain competitive quotations or tenders for all work, equipment and materials required to implement the Change.

The final evaluation of a Change will take account of any savings to the Contractor resulting from the Change and accordingly the valuation of a Change will be the aggregate of the Direct Costs minus the aggregate of the cost savings the Contractor reasonably incurred or resulting from the implementation of the Change. For certainty, a Change may have a net cost, or a net saving, or may result in no net cost or saving.

5.2 Mark-Up on Changes

If and to the extent a Change is valued under Section 5.1(a), 5.1(b) or 5.1(c) of this Schedule 12 [Changes] then no additional markup will be payable in addition to the amounts determined under Section 5.1(a), 5.1(b) or 5.1(c) of this Schedule 12 [Changes].

If a Change is valued under Section 5.1(d) of this Schedule 12 results in:

- (a) a net cost then, in addition to the net Direct Costs, BC Hydro will pay the Contractor a mark-up of ██████ on such Direct Costs; and
- (b) a net saving then the Contractor will pay BC Hydro such net saving without adjustment of such net saving on account of any mark-up.

5.3 Adjustments to Time for the Performance of the Work

Subject always to the Contractor's duties under Section 30.2 of Schedule 2 [General Conditions], the time for the performance of the Work will be adjusted on account of a Change by the net amount of time reasonably required by the Contractor to accommodate and perform the Change, taking account of any impacts that require more time, and any impacts, that result in time savings, as follows:

- (a) as set out in a Change Report, if any, and accepted by Hydro's Representative pursuant to Section 3.8 of this Schedule 12 [Changes];

- (b) as otherwise agreed in writing by the parties; or
- (c) in the absence of an agreement, in accordance with Schedule 14 [Dispute Resolution Procedure].

6 EMERGENCY

6.1 Emergency

Notwithstanding any other provision in the Contract, Hydro's Representative may, in the event of an emergency, issue oral orders to the Contractor for any Change required by reason of an emergency. The Contractor will proceed with such Change without delay, without prejudice to the Contractor's right to claim an adjustment to the Contract Price or the time for the performance of the Work or both. Hydro's Representative will confirm such orders in the form of a Change Order or Change Directive as soon as practicable.

7 VALUE ENGINEERING PROPOSALS

7.1 Value Engineering

The Contractor may at any time submit a proposal to BC Hydro (a "**Value Engineering Proposal**") to implement modifications to the Specifications or Drawings, other than Specifications or Drawings prepared by the Contractor with respect to Design-Build Work, for the purpose of achieving efficiencies and reducing the Contract Price or the overall cost to BC Hydro of the Project.

7.2 Content of Value Engineering Proposal

A Value Engineering Proposal will:

- (a) set out all the information required in a Change Report as required under Section 3.3 of this Schedule, modified to apply to a Value Engineering Proposal;
- (b) specify the Contractor's reasons and justification for proposing the Value Engineering Proposal;
- (c) indicate any implications of the Value Engineering Proposal, including a difference between the existing and the proposed requirements of this Contract, and the comparative advantages of each to the Contractor and BC Hydro;
- (d) indicate whether a payment by BC Hydro in respect of Direct Costs or a variation to the Contract Price is proposed and, if so, give a detailed estimate of such proposed payment or variation;
- (e) indicate if there are any dates by which a decision by BC Hydro must be made; and
- (f) include such other information and documentation as may be reasonably requested by BC Hydro to fully evaluate and consider the Value Engineering Proposal.

7.3 Costs of Developing Value Engineering Proposal

The Contractor may deliver to BC Hydro preliminary information with respect to a proposed Value Engineering Proposal, but unless BC Hydro, in its discretion, agrees to pay or share the costs of developing a Value Engineering Proposal, the costs of investigating a potential Value Engineering Proposal will be borne entirely by the Contractor.

7.4 Evaluation of Value Engineering Proposal

BC Hydro may reject a Value Engineering Proposal if the Contractor fails to demonstrate that the Value Engineering Proposal:

- (a) was originated and initiated solely by the Contractor (including by the Contractor bearing all research and development costs) without the involvement of BC Hydro or its consultants; and
- (b) offers savings, innovation or efficiency that is not otherwise called for or provided by this Contract..

BC Hydro will evaluate and give consideration to a Value Engineering Proposal taking into account all relevant issues, including whether:

- (c) a change in the Contract Price will occur;
- (d) the Value Engineering Proposal affects the quality or delivery of the Works;
- (e) the Value Engineering Proposal will interfere with the relationship of BC Hydro with any third parties;
- (f) the financial strength of the Contractor is sufficient to deliver the changed Works;
- (g) the residual value of the Works is affected; and
- (h) the Value Engineering Proposal materially affects the risks or costs to which BC Hydro is exposed.

BC Hydro may request clarification or additional information regarding the Value Engineering Proposal, and may request modifications to the Value Engineering Proposal.

7.5 Acceptance and Implementation of Value Engineering Proposal

Notwithstanding any potential cost savings of a Value Engineering Proposal, BC Hydro is under no obligation to accept a Value Engineering Proposal and may in its sole discretion elect not to implement a Value Engineering Proposal. A Value Engineering Proposal that is accepted by BC Hydro will be implemented as a Change and the Contractor will not implement a Value Engineering Proposal prior to the issuance of a Change Order.

7.6 Sharing Benefits of a Value Engineering Proposal

If the Value Engineering Proposal causes or will cause the costs of the Contractor to decrease, after taking into account the agreed implementation and reasonably allocated development costs (incurred by the Contractor) of the Value Engineering Proposal (taking into account any other uses of the Value Engineering Proposal by the Contractor, and taking account of the costs, if any, that BC Hydro will be required to incur to implement the Value Engineering Proposal), the net savings in the costs of the Contractor will be shared equally by the Contractor and BC Hydro, and BC Hydro's share of the net savings will be reflected in a reduction to the Contract Price.

MAIN CIVIL WORKS CONTRACT

SCHEDULE 13

INSURANCE

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APPENDIX 13-1
APPENDIX 13-2

WRAP-UP LIABILITY INSURANCE SPECIFICATIONS
COURSE OF CONSTRUCTION INSURANCE SPECIFICATIONS

MAIN CIVIL WORKS CONTRACT

SCHEDULE 13

INSURANCE

1 INTERPRETATION

1.1 Definitions

In this Schedule 13 [Insurance], definitions are as set out in Schedule 1 [Definitions and Interpretation].

2 CONTRACTOR PROVIDED INSURANCE COVERAGE

Without limiting any of the Contractor's obligations or liabilities under the Contract and prior to commencing performance of the Work under the Contract, the Contractor will, at its sole cost and expense, obtain and maintain, or cause to be obtained and maintained, during the performance of the Work policies in respect of the following insurances:

- (a) Workers' Compensation coverage for all employees engaged in the performance of the Work in accordance with the *Workers Compensation Act* (British Columbia);
- (b) Personal Optional Protection coverage available through the Workers' Compensation Board of British Columbia for all employees engaged in the performance of the Work who are not covered by the *Workers Compensation Act* (British Columbia);
- (c) Commercial General Liability Insurance in an amount of \$5,000,000 per occurrence, and annually in the aggregate with respect to Products and Completed Operations Liability. Such coverage to include, but not be limited to, Blanket Contractual Liability, including liability assumed under the Contract, Tortious Liability, Contractual Liability, Contractors Protective Liability, Non Owned Automobile Liability, Attached Equipment Cross Liability, Broad Form Property Damage Liability, Products and Completed Operations Liability, and, when applicable to the Work, Hook Liability, Sudden and Accidental Pollution Liability and Explosion, Collapse and Underground Damage Liability and Forest Fire Fighting Expense Liability, and, in any event, such Commercial General Liability Insurance will provide coverage not less than the insurance required by IBC Form 2100 or its equivalent replacement. The policy will name BC Hydro as additional insured in respect of liability arising out of the Contractor's operations or its employees outside of the Contractor's Work Area, and will contain cross liability and severability of interest clauses, or equivalent wording;
- (d) Automobile Liability Insurance for owned, non-owned, leased, operated or licensed automobiles, trucks, trailers, tractors and all-terrain vehicles with limits of \$5,000,000 for accidental injury to or death of one or more Persons or damage to or destruction of property as a result of one accident or occurrence;
- (e) Contractor's Equipment Property Insurance covering loss or damage to, or loss of use of, tools, property and equipment of the Contractor and its Subcontractors, if any, or for which the Contractor and its Subcontractors, if any, are legally liable or responsible, in an amount equal to the full replacement value, if available, or such other value basis as is commercially available, of the tools, property and equipment. The policy will include a waiver of the insurer's rights of subrogation in favour of BC Hydro;
- (f) if aircraft or watercraft or both are used in connection with the Work, then the Contractor will carry Aircraft Liability and Watercraft Liability Insurance, as applicable, covering all aircraft and watercraft owned or non-owned and licensed by the Contractor with limits of liability of

\$10,000,000 for aircraft liability and \$5,000,000 for watercraft liability, for bodily injury or death of one or more Persons or damage to or destruction of property as a result of one accident or occurrence; and

- (g) such additional coverage as may be required by Law or by BC Hydro (provided that, in the case only of additional coverage required by BC Hydro, such coverage is commercially available and provided that BC Hydro will reimburse the Contractor for additional costs incurred by the Contractor in obtaining and maintaining such coverage), or which the Contractor considers necessary.

3 BC HYDRO PROVIDED INSURANCE COVERAGE

Prior to the commencement of the Work at the Site and until the date of issuance of the certificate of Substantial Completion or any other additional period of time as required by the Contract Documents, BC Hydro will obtain and maintain the following insurance coverage:

- (a) Project specific “Wrap-up” liability insurance in an amount of not less than \$100,000,000 per occurrence. This policy will have an aggregate limit of \$100,000,000 with respect only to completed operations. The policy will have a per occurrence deductible of up to \$200,000. The policy will name BC Hydro as the insured and will include the Other Contractors, the Contractor and the Subcontractors, project and construction managers, architects, engineers, and consultants, if any, while engaged in the Work and providing work or services with respect to the Project as additional insured and will contain cross liability and severability of interest clauses, or equivalent wording. The policy will maintain in force and effect a “Completed Operations Liability” endorsement coverage for a period ending not earlier than 36 months after the earlier of (i) the date of issuance of the certificate of Substantial Completion, and (ii) termination of the Contract. BC Hydro’s construction wrap-up liability coverage will be primary and non-contributory to the Contractor’s Commercial General Liability Insurance for Work at the Site; and
- (b) Broad Form “Builder’s Risk” insurance, on a replacement cost valuation basis in an amount described in Appendix 13-2 [Course of Construction Insurance Specifications]. The policy will have a per occurrence deductible as described in Appendix 13-2 [Course of Construction Insurance Specifications]. The policy will provide coverage on an “All Risks” basis, including perils of flood and earthquake, will name BC Hydro as the insured, and the Other Contractors, the Contractor and the Subcontractors as additional insureds, including any person employed directly or indirectly by either or both the Contractor and Subcontractors to perform a part or parts of the Work and any other person employed directly or indirectly to perform work or services with respect to the Project. The policy will contain a waiver of insurer’s rights of subrogation in favour of the Contractor and the Subcontractors.

The documents attached at Appendix 13-1 [Wrap-Up Liability Insurance Specifications] and Appendix 13-2 [Course of Construction Insurance Specifications] contain terms and conditions applicable to the insurances that BC Hydro is required to obtain and maintain pursuant to this Section 3. In the event of a conflict between the terms and conditions contained in:

- (c) Appendix 13-1 [Wrap-Up Liability Insurance Specifications] and the provisions of Section 3(a) of this Schedule 13 [Insurance]; and
- (d) Appendix 13-2 [Course of Construction Insurance Specifications] and the provisions of Section 3(b) of this Schedule 13 [Insurance],

the terms and conditions of the applicable Appendix will govern.

If during the 24 month period after the earlier of (i) the date of issuance of the certificate of Substantial Completion, and (ii) termination of the Contract, the “Wrap-up” liability insurance policy obtained pursuant

to Section 3(a) of this Schedule 13 [Insurance] is exhausted, BC Hydro will provide completed operations coverage on the same terms and conditions as described in Appendix 13-1 [Wrap-Up Liability Insurance Specifications] for the remaining portion of such 24 month period.

4 GENERAL INSURANCE PROVISIONS

4.1 Requirements for Contractor Provided Insurance

The insurance provided by the Contractor will be provided in accordance with the following terms and conditions:

- (a) the Contractor will provide Hydro's Representative with evidence of compliance with the *Workers Compensation Act* (British Columbia) and coverage under that Act prior to commencement of performance of the Work, and the Contractor will:
 - (i) upon request, at any time, from Hydro's Representative, provide such evidence to Hydro's Representative within five days of such request; and
 - (ii) immediately notify Hydro's Representative in writing of any change with respect to such compliance or coverage;
- (b) certificates of insurance for the policies described in Section 2 of this Schedule 13 [Insurance] will be submitted to Hydro's Representative prior to commencement of performance of the Work;
- (c) copies of insurance policies described in Section 2 of this Schedule 13 [Insurance] will be submitted to Hydro's Representative within 14 days upon written request by Hydro's Representative;
- (d) all insurance provided by the Contractor will be considered primary, non-contributory and not excess to any insurance carried by BC Hydro, unless expressly stated otherwise in the Contract Documents;
- (e) all policies of insurance to be obtained by the Contractor in accordance with this Contract will be issued by financially sound insurers acceptable to BC Hydro, acting reasonably, and, where required by statute, licensed to insure such risk in British Columbia;
- (f) all insurance provided by the Contractor will contain endorsements confirming that the policy will not be cancelled without the insurer(s) giving at least thirty (30) days prior written notice by registered mail to BC Hydro;
- (g) all insurance provided by the Contractor will contain endorsements confirming that, in the event of cancellation for non-payment of premium, the insurer(s) will give at least fifteen (15) days prior written notice by registered mail to BC Hydro;
- (h) all insurance, except for automobile liability insurance and workers compensation insurance, provided by the Contractor will:
 - (i) include BC Hydro and its directors, officers, employees and agents as additional insureds (but this requirement will not apply to equipment insurance described in Section 2(e) of this Schedule 13 [Insurance]);
 - (ii) contain a waiver of subrogation against BC Hydro and its directors, officers, employees and agents; and

- (iii) contain a cross liability or severability of interest clause (but this requirement will not apply to equipment insurance described in Section 2(e) of this Schedule 13 [Insurance]).

The Contractor will immediately give notice to Hydro's Representative if any insurance provided by the Contractor is cancelled, adversely reduced, adversely materially altered or adversely materially amended.

4.2 Requirements for BC Hydro Provided Insurance

Within 14 days of a written request by the Contractor's Representative, BC Hydro will provide to the Contractor's Representative either copies of the insurance policies (without commercially sensitive information and without premium information) described in Section 3 of this Schedule 13 [Insurance] or copies of insurance binding confirmation, at BC Hydro's election. If BC Hydro provides insurance binding confirmation, then BC Hydro will provide copies of the insurance policies within 45 days of delivery of the binding confirmation.

4.3 Minimum Amount No Limit on Recovery

All policy limits and types of insurance specified by the Contract to be obtained and maintained by the Contractor are the minimum policy limits and types of insurance that are to be provided. The Contractor will be solely responsible for determining whether the policy limits and types of insurance are adequate and for placing any excess insurance and any additional insurance which it considers necessary to protect and indemnify itself.

Subject to Section 24.1 of Schedule 2 [General Conditions], the Contractor will be liable to BC Hydro for all Claims and Claim Costs excluded by, or in excess of the policy limits of, applicable insurance policies.

4.4 BC Hydro's Right to Maintain

If, at any time, any insurance required to be obtained and maintained by the Contractor under the Contract has its policy limits reduced by the applicable insurance provider or the Contractor, from the policy limits required by the Contract, or is no longer in force, then, without limiting BC Hydro's rights in respect of any default that arises as a result of such occurrence, BC Hydro may, at its option, obtain and maintain the applicable insurance or portion of such insurance. In such event, BC Hydro may withhold and set-off the cost of insurance premiums expended for such insurance from any payments due to the Contractor.

4.5 Subcontractor Insurance

Without duplication of insurance coverage provided by BC Hydro, the Contractor will require all first tier Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found in Section 2 of this Schedule 13 [Insurance], as applicable to the Work being undertaken by such Subcontractors. The Contractor will provide to Hydro's Representative, upon request, certificates of insurance for the insurance policies the Contractor has obtained from such Subcontractors and a copy of the agreement entered into with such Subcontractors setting out the insurance requirements of such Subcontractors, without reference to commercial terms.

4.6 Deductibles

The Contractor will be responsible for the payment of all deductibles for the insurance policies described in this Schedule 13 [Insurance], except with respect to damage arising out of the negligent acts or omissions of BC Hydro or any Person for whom BC Hydro is in law responsible (other than the Contractor and those engaged by or through the Contractor, including Subcontractors), BC Hydro will pay the proportion of the deductible that represents the proportionate fault of BC Hydro for the loss which gave rise to the damage.

Deductibles for insurance policies required under Section 2 of this Schedule 13 [Insurance] will be no more than [REDACTED], except as otherwise agreed by BC Hydro in writing.

4.7 Liability of Contractor

Neither the providing of insurance by BC Hydro or the Contractor in accordance with the requirements of this Schedule 13 [Insurance], nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim occurring will be held to relieve the Contractor from any other provisions of the Contract with respect to liability of the Contractor or otherwise.

4.8 Notice of Occurrence

Hydro's Representative and the Contractor's Representative will immediately notify, in writing, each other and the relevant insurer of any occurrence or incident likely to give rise to a claim under the policies or insurance coverage referred to in this Schedule 13 [Insurance] whether or not such occurrence or incident arises under the Contract, and of any other matter or thing in respect of which notice should be given by BC Hydro or the Contractor to the relevant insurers. In addition, both BC Hydro and the Contractor will give all such information and assistance as may be reasonably practicable in all the circumstances.

4.9 Claims Cooperation

With respect to any Claim against BC Hydro, whether insured or otherwise, the Contractor will cooperate with BC Hydro, BC Hydro's insurers, claims adjusters and other representatives to mitigate any impact of any investigations relating to the Claim on BC Hydro's operations, including the performance of the Work.

MAIN CIVIL WORKS CONTRACT
SCHEDULE 14
DISPUTE RESOLUTION PROCEDURE
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MAIN CIVIL WORKS CONTRACT
SCHEDULE 14
DISPUTE RESOLUTION PROCEDURE

1 INTERPRETATION

1.1 Definitions

In this Schedule 14 [Dispute Resolution Procedure], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**BCICAC**” has the meaning set out in Section 2.11(a) of this Schedule 14 [Dispute Resolution Procedure];

“**Contractor’s Bid Documents**” has the meaning set out in Section 4.1 of this Schedule 14 [Dispute Resolution Procedure];

“**Dispute**” means any disagreement, failure to agree or other dispute between BC Hydro and the Contractor arising out of or in connection with this Contract, including in respect of the interpretation, breach, performance, validity or termination of this Contract, whether in the law of contract or any other area of law;

“**Dispute Notice**” has the meaning set out in Section 2.2 of this Schedule 14 [Dispute Resolution Procedure];

“**Dispute Resolution Procedure**” has the meaning set out in Section 2.1 of this Schedule 14 [Dispute Resolution Procedure];

“**Referee**” has the meaning set out in Section 2.6 of this Schedule 14 [Dispute Resolution Procedure];

“**Referee Agreement**” has the meaning set out in Section 2.7(b) of this Schedule 14 [Dispute Resolution Procedure];

“**Referee Notice**” has the meaning set out in Section 2.6 of this Schedule 14 [Dispute Resolution Procedure];

“**Settlement Agreement**” has the meaning set out in Section 2.4 of this Schedule 14 [Dispute Resolution Procedure]; and

“**Settlement Meeting**” has the meaning set out in Section 2.4 of this Schedule 14 [Dispute Resolution Procedure].

2 DISPUTE RESOLUTION PROCEDURE

2.1 Dispute Resolution Procedure

Except as expressly provided otherwise in the Contract Documents, including in this Schedule 14 [Dispute Resolution Procedure], or unless both parties otherwise agree in writing, all Disputes will be resolved in accordance with the procedure set out in Section 2 of this Schedule 14 [Dispute Resolution Procedure] (the “**Dispute Resolution Procedure**”), and for certainty a party will not be entitled to adopt or enforce a procedure to settle a Dispute that varies from the Dispute Resolution Procedure without the express written consent of the other party.

2.2 Commencement of Dispute Resolution Procedure - Dispute Notice

The Dispute Resolution Procedure to settle a Dispute will be invoked and started by the delivery by either party of written notice to the other party (the “**Dispute Notice**”) that at a minimum sets out the nature and extent of the Dispute and the remedy or relief sought. A Dispute Notice should include:

- (a) a summary of the pertinent facts relating to the Dispute, and include supporting documentation, if any, as may be available;
- (b) a statement of the remedy or relief (such as amount of payment or adjustment to the time for the performance of the Work) sought by the disputing party in settlement of the Dispute; and
- (c) a summary of the applicable provisions of the Contract Documents relevant to the Dispute, or other grounds on which the disputing party relies, as the basis of the Dispute.

2.3 Reply

Upon receipt of a Dispute Notice, the receiving party may, at its election, deliver a written reply to the disputing party setting out the receiving party’s counter-arguments with respect to the Dispute, but for certainty a written reply to a Dispute Notice is not a requirement of the Dispute Resolution Procedure.

2.4 Settlement Meeting

Within 20 days after receipt of the Dispute Notice by the receiving party, or such other time as the parties may agree in writing, the Dispute will, if not already settled by a written agreement signed by both parties (the “**Settlement Agreement**”), be referred to a senior representative(s) of each of the parties who, to the extent reasonably practicable, have not been previously involved in the events leading to the Dispute for a settlement meeting (a “**Settlement Meeting**”) to occur within such 20 day period. Representatives of the parties will make good faith efforts to resolve the Dispute by without prejudice negotiations.

2.5 Additional Settlement Meetings

If a Dispute is not settled by a Settlement Agreement after an initial Settlement Meeting held in accordance with Section 2.4 of this Schedule 14 [Dispute Resolution Procedure], then, without extending the time limit set out in Section 2.10 of this Schedule 14 [Dispute Resolution Procedure], BC Hydro may, in its sole discretion, direct in writing that an additional Settlement Meeting or Settlement Meetings be convened at which BC Hydro will be represented by a new representative(s). The Contractor will use reasonable commercial efforts to attend and participate in any additional Settlement Meetings as directed by BC Hydro under this Section 2.5.

BC Hydro will give consideration to a request from the Contractor for an additional Settlement Meeting or Settlement Meetings and for specific BC Hydro representatives to be in attendance at such Settlement Meetings, but BC Hydro will not be obligated to agree to attend an additional Settlement Meeting or Settlement Meetings requested by the Contractor nor to bring the BC Hydro representative as may be requested by the Contractor.

2.6 Referee Notice

If the Dispute is not settled by a Settlement Agreement within the earlier of:

- (a) 20 days following the initial Settlement Meeting held in accordance with Section 2.4 of this Schedule 14 [Dispute Resolution Procedure]; or
- (b) 40 days after receipt of the Dispute Notice by the receiving party,

then, unless both parties agree in writing to a time extension, either party may by notice to the other (a “**Referee Notice**”), request the appointment of a referee (a “**Referee**”) as provided under the terms of Section 2.7 of this Schedule 14 [Dispute Resolution Procedure].

2.7 Appointment and Engagement of Referee

The Referee will be appointed and retained by the parties as follows:

- (a) unless both parties otherwise agree, the parties will appoint a Referee as follows:
 - (i) within two Business Days of the delivery of a Referee Notice, each party will submit in writing to the other party, the names of no more than two candidates for Referee from the Site C Referee Panel listed on Appendix 14-1 [Site C Referee Panel] to this Schedule 14 [Dispute Resolution Procedure], each of whom:
 - (A) is independent of the parties;
 - (B) is immediately available to perform the role of Referee in respect of the Dispute at hand; and
 - (C) has not been previously involved with the Dispute;
 - (ii) if a party has an objection to a candidate, it will give written notice of such objection with reasons to the other party; and
 - (iii) if for any reason within three Business Days of the delivery of a Referee Notice, a Referee meeting the criteria set out in Section 2.7(a)(i) of this Schedule 14 [Dispute Resolution Procedure] has not been appointed, then either party may request the British Columbia International Commercial Arbitration Centre to promptly appoint the Referee; and
- (b) no later than two Business Days after the Referee’s appointment, the parties will enter into an agreement with the Referee generally in the form attached to this Schedule 14 [Dispute Resolution Procedure] as Appendix 14-2 [Referee Agreement] (the “**Referee Agreement**”). If a party fails or refuses to enter into the Referee Agreement without lawful excuse, that party will be deemed to have entered into and delivered the Referee Agreement to the other party and the Referee. The Referee’s fees and expenses will be shared equally by BC Hydro and the Contractor. BC Hydro will pay the full amount of the Referee’s fees and expenses on the day that such fees and expenses are due (including any advances on fees and expenses) in accordance with the Referee Agreement and the Contractor will reimburse BC Hydro for the Contractor’s share of all such fees and expenses within five Business Days of receipt of a written demand from BC Hydro, failing which BC Hydro will be entitled to deduct the amount of the Contractor’s share of the Referee’s fees and expenses from amounts otherwise payable by BC Hydro to the Contractor under the Contract. If BC Hydro fails to pay the Referee, the Contractor will be entitled to pay the sums due to the Referee and to recover such sums from BC Hydro (including by setting off such sums against any amounts due by the Contractor to BC Hydro under the Contract).

2.8 Referee Procedure

The Referee will proceed as follows:

- (a) the Referee will conduct an impartial review of the Dispute which is subject to a Dispute Notice in such manner, and according to a procedure, as the Referee may decide, including carrying out site inspections and interviews with any persons identified by the Referee. The parties will comply

with all reasonable requests from the Referee for additional information, documents and access to personnel as the Referee may decide is required. Any submission or documentation in respect of the Dispute provided to the Referee by a party will also be provided to the other party;

- (b) the Referee will not be required to conduct enquiries in the presence of representatives of either or both parties or to receive submissions from the parties. The Referee may invite submissions from only one party. The Referee may deliver a decision notwithstanding the failure or refusal of a party to cooperate with the Referee or participate in the proceedings as conducted by the Referee;
- (c) the Referee may, with the written approval of both parties, retain other professional persons or experts to assist with the review, and will give reasonable consideration to a request by the parties that the Referee retain such other professional persons or experts;
- (d) within 10 Business Days of the execution of the Referee Agreement by the Referee and both parties (or the deemed execution of the Referee Agreement as the case may be), or such longer period of time as both parties may agree in writing, acting reasonably, considering any recommendations by the Referee with respect to timing for the delivery of a decision, the Referee will render a brief, written, reasoned and impartial decision on the Dispute, with copies to both parties;
- (e) each party acknowledges the value of having the Referee render a timely decision regarding the Dispute. If the Referee is unable to render his decision within the time period described in Section 2.8(d) of this Schedule 14 [Dispute Resolution Procedure], or as extended by the mutual agreement of the parties, then the Referee will within such time provide to the parties such analysis of the Dispute as the Referee is able to complete within that time, together with a description of the remaining work required to arrive at a reasoned decision;
- (f) the proceedings under Section 2.8 of this Schedule 14 [Dispute Resolution Procedure], all information, data or documentation disclosed or delivered by either party to the other party under these proceedings, or to the Referee as a result or in connection with his duties as Referee, and the decision of the Referee (and any other information issued by the Referee), will be treated as strictly confidential, and not disclosed to any third party without the prior written consent of the parties, and the parties will jointly instruct the Referee to maintain the strictest confidentiality of the proceedings, evidence and his or her decision (and any analysis and description);
- (g) neither party will be entitled to refer to, or enter into evidence, the decision of the Referee, or other information issued by the Referee, or any information that was prepared for the express purpose of submission to, or assistance of, the Referee, or to call on the Referee to provide any evidence, in any subsequent proceeding without the consent of the other party and the Referee; and
- (h) nothing contained in Section 2.8 of this Schedule 14 [Dispute Resolution Procedure] will prevent the submission in any subsequent proceedings of any evidence related to the Dispute, provided that neither party will submit in any subsequent proceedings any evidence that came into existence for the express purpose of submission to, or the assistance of, the Referee.

2.9 Referee's Decision Binding But Not Final

The decision of the Referee on the Dispute will have effect as follows:

- (a) subject to and without derogating from Section 3.4 of this Schedule 14 [Dispute Resolution Procedure], the decision will, when rendered and delivered to both parties, be immediately binding on both parties, and both parties will forthwith give effect to the decision, and the decision will remain binding unless and until altered or varied by a Settlement Agreement or by

proceedings commenced in respect of the Dispute under Section 2.10 of this Schedule 14 [Dispute Resolution Procedure]; and

- (b) if, within 30 days of receipt of the decision by both parties:
- (i) the decision is not altered or varied by a Settlement Agreement; or
 - (ii) proceedings have not been commenced in respect of the Dispute under Section 2.10 of this Schedule 14 [Dispute Resolution Procedure],

then the decision will be final and may not be appealed by either party on any grounds.

2.10 Commencement of Proceedings Regarding the Dispute

If:

- (a) the Referee's decision on the Dispute is not rendered within the time period described in Section 2.8(d) of this Schedule 14 [Dispute Resolution Procedure]; or
- (b) within 90 days after receipt of the Dispute Notice by the receiving party:
 - (i) the Dispute is not completely settled by a Settlement Agreement; or
 - (ii) the Referee's decision on the Dispute is not final as described in Section 2.9(b) of this Schedule 14 [Dispute Resolution Procedure],

then upon written notice of either party delivered to the other party, the Dispute will be submitted to arbitration pursuant to Section 2.11 of this Schedule 14 [Dispute Resolution Procedure].

Without limiting Section 2.1 of this Schedule 14 [Dispute Resolution Procedure], in any such arbitration proceedings the scope of issues will not be limited strictly to the terms of the Dispute Notice, but may extend to include other matters in dispute that are related to the Dispute.

2.11 Arbitration

A Dispute submitted to arbitration will be conducted as follows:

- (a) the parties will, within ten days of submission, mutually agree upon a single arbitrator who is available and not in a conflict of interest to act as arbitrator in the Dispute. Such arbitrator will be chosen from the panel list of arbitrators maintained by the British Columbia International Commercial Arbitration Centre (the "**BCICAC**");
- (b) if the parties cannot agree on an arbitrator within such ten day period, then either party may apply to a judge of the Supreme Court of British Columbia to have a single arbitrator appointed;
- (c) the arbitration will be conducted in accordance with the appropriate rules of the BCICAC, and in accordance with the *Arbitration Act* (British Columbia);
- (d) the arbitration will be conducted in English and in Vancouver, British Columbia;
- (e) the arbitrator will endeavour to convene a hearing within 90 days of being nominated, and to complete the arbitration and render an award within 150 days of such nomination. The arbitrator may, in his or her discretion, on application of either party or on the motion of the arbitrator, extend either or both of the time periods referred to in this Section 2.11(e), and such discretion

- may be exercised both before and after any such time period, or extended time period, has expired;
- (f) the arbitrator will conduct the arbitration in a cost effective manner and on an expedited basis, having regard for the subject matter of the Dispute;
 - (g) subject to the arbitrator's ruling on costs:
 - (i) the cost of the arbitrator and other administrative costs of the arbitration will be shared equally between the parties; and
 - (ii) each party will bear its own costs incurred in participating in the arbitration;
 - (h) except as expressly set out otherwise in the Contract Documents, any decision by the arbitrator will be final and binding upon the parties and may not be appealed by either party on any grounds;
 - (i) a decision of the arbitrator may be filed in any court of competent jurisdiction, and may be enforced by either party as a final judgment of such court as permitted by Law in the jurisdiction in which enforcement is sought;
 - (j) the arbitration proceedings, evidence at the arbitration proceedings, and, subject to Section 2.11(i) of this Schedule 14 [Dispute Resolution Procedure], the decision of the arbitrator, will be treated as strictly confidential, and not disclosed to any third party without the prior written consent of the parties, and the parties will jointly instruct the arbitrator to maintain the strictest confidentiality of the proceedings, evidence and his or her decision;
 - (k) if a Dispute that is subject to arbitration under Section 2.11 of this Schedule 14 [Dispute Resolution Procedure] is pending concurrently with a related dispute(s) which is subject to separate arbitration(s), then the parties consent to the consolidation of all related arbitration proceedings before one arbitrator if such consolidation of proceedings is feasible. The Contractor will, upon request of BC Hydro, participate as a direct party in any arbitration arising in connection with this Contract or the Project, as if the Contractor were a direct party to the issue in dispute; and
 - (l) the Contractor will include provisions within its agreements with first tier Subcontractors, and require its first tier Subcontractors to include provisions in such first tier Subcontractor's agreements with other Subcontractors, a dispute resolution provision substantially similar to Section 2.11 of this Schedule 14 [Dispute Resolution Procedure]. The Contractor will cause (including specifying in applicable agreements) its first tier Subcontractors and other Subcontractors to participate, upon the request of BC Hydro, in any arbitration arising in connection with the Work or this Contract, as if the first tier Subcontractor or other Subcontractor were a direct party to the issue in dispute.

3 GENERAL

3.1 Disclosure of Referee and Arbitrator Decisions

Notwithstanding anything to the contrary in the Contract, the Contractor acknowledges and agrees that BC Hydro may disclose a decision of a Referee or an arbitrator to any Governmental Authority which requires or requests the decision, the Province of British Columbia or the British Columbia Utilities Commission as part of an application or submission to the commission. BC Hydro will use commercially reasonable efforts to cause such Governmental Authority, the Province of British Columbia or the British Columbia Utilities Commission, as the case may be, to maintain the confidentiality of such decision, but does not guarantee that such entity will agree to maintain the decision in confidence.

3.2 Other Remedies

Nothing contained in this Schedule 14 [Dispute Resolution Procedure] will preclude a party from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining an emergency or provisional remedy to protect its rights as necessary in the circumstances, including obtaining temporary and preliminary injunctive relief and other orders, whether before or after the Dispute Resolution Procedure has been initiated by delivery of a Dispute Notice.

3.3 Strict Compliance with Time Limits

The parties acknowledge that timely resolution of Disputes is mutually beneficial and the time limits set out in this Schedule 14 [Dispute Resolution Procedure], or as otherwise agreed by the parties, will therefore be strictly complied with and enforced.

3.4 Interim Direction

Notwithstanding a Dispute, or the commencement of a Dispute Resolution Procedure, BC Hydro and the Contractor will in good faith carry out their respective obligations under the Contract without delay concurrently with a Dispute Resolution Procedure or other process or steps as agreed to settle the Dispute. Prior to the final resolution of the Dispute, BC Hydro may in its discretion by written notice to the Contractor direct the Contractor to proceed with the Work in respect of the matter in Dispute and the Contractor will comply with and implement such direction without delay. If a binding determination is made in respect of such Dispute to the effect that BC Hydro's direction, in whole or in part, required the Contractor to do anything that was otherwise beyond the Contractor's obligations under this Contract then the direction, to the extent it changed the Contractor's obligations under this Contract, will be deemed to be a Change pursuant to Schedule 12 [Changes]. Nothing in this Schedule 14 [Dispute Resolution Procedure] will limit BC Hydro's right to require a Change. For certainty, BC Hydro will not be entitled to give a direction to require the Contractor to do anything that constitutes a Change which is not permitted in accordance with Section 2.2(a) to Section 2.2(e) of Schedule 12 [Changes].

3.5 Dentons

The Contractor (and each entity comprising the Contractor) expressly consents to Dentons representing BC Hydro for all matters in relation to this Contract and the Project, including any matter that is adverse to the Contractor (or any entity comprising the Contractor), despite any information of the Contractor (or any entity comprising the Contractor) that may have been disclosed to Dentons or BC Hydro and any solicitor-client relationship that the Contractor (or any entity comprising the Contractor) may have had, or may have, with Dentons in relation to matters other than this Contract or the Project.

█ [REDACTED]

█ [REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

MAIN CIVIL WORKS CONTRACT

APPENDIX 14-1

SITE C REFEREE PANEL

None as of the Effective Date.

MAIN CIVIL WORKS CONTRACT

APPENDIX 14-2

REFEREE AGREEMENT

AMONG:

[Name and address of Referee] (the “Referee”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, 333 Dunsmuir Street,
Vancouver, British Columbia, V6B 5R3 (“**BC Hydro**”)

AND:

[Name and address of Contractor] (the “Contractor”)

We write to confirm your appointment as a Referee under the Main Civil Works Contract dated ▼ between BC Hydro and the Contractor (the “**Main Civil Works Agreement**”). The terms of your appointment are as contained in Section 2 of Schedule 14 [Dispute Resolution Procedure] to the Main Civil Works Agreement.

We confirm our agreement for you to review the Dispute(s) described in the Dispute Notice in accordance with the provisions of the Main Civil Works Agreement, and to perform the functions of a Referee as described in Section 2 of Schedule 14 [Dispute Resolution Procedure] to the Main Civil Works Agreement. A copy of the Main Civil Works Agreement and related materials will be forwarded to you shortly.

BC Hydro and the Contractor agree, jointly and severally, to release and save you harmless from any liability arising from your actions, made in good faith, in carrying out your duties as described in Schedule 14 [Dispute Resolution Procedure] to the Main Civil Works Agreement or as may be described in this letter.

We confirm that your daily/hourly rate for fees is \$_____. In addition to your invoiced fees, BC Hydro will pay any and all reasonable disbursements incurred in providing your services.

Please submit your invoices on a monthly basis directly to _____ **[Insert name of BC Hydro’s Representative]** (“**Hydro’s Representative**”). BC Hydro will make payment within 30 calendar days of receipt.

[Signature page to the Referee Agreement follows]

Please confirm your agreement to the terms as set out in this letter by signing a copy of the enclosed letter and returning it to Hydro's Representative.

Yours truly,

Authorized Signatory of BC Hydro

Date

Authorized Signatory of the Contractor

Date

Referee

Date

[Signature page to the Referee Agreement]

MAIN CIVIL WORKS CONTRACT

SCHEDULE 15

RECORDS

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 15

RECORDS

1 INTERPRETATION

1.1 Definitions

In this Schedule 15 [Records], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Records**” has the meaning set out in Section 2.1 of this Schedule 15 [Records].

2 GENERAL REQUIREMENTS

2.1 Retention of Records

The Contractor will retain and maintain all the records and reports (including superseded records and reports) referred to in Section 3 of this Schedule 15 [Records] (collectively the “**Records**”) as follows:

- (a) in accordance with the Contract Documents, including Schedule 2 [General Conditions], Schedule 5 [Submittals Procedure], Schedule 7 [Environmental Obligations], Schedule 8 [Quality Management], Schedule 10 [Safety], and this Schedule 15 [Records];
- (b) in an accurate, complete, legible, readily identifiable, readily retrievable and organized manner, complete with computer generated and searchable meta-data;
- (c) in a form that is capable of audit; and
- (d) in accordance with the requirements of Good Industry Practice and all applicable Laws and Permits.

2.2 Original Records in Electronic Form

The Contractor will maintain all electronic data, records and reports, in a complete, readable and accessible form. The Contractor will retain all such records so that BC Hydro will be able to receive all records created as part of the Contract that are required for the ongoing operations, maintenance, and eventual disposal of any BC Hydro asset, facility, components, equipment or property delivered or impacted as part of the work.

2.3 Destruction of Records and Delivery to BC Hydro

Prior to destroying or disposing of any Records the Contractor will give BC Hydro not less than 60 days’ written notice of the Contractor’s intention to destroy or dispose of Records, together with details of the Records to be destroyed or disposed of. If within such 60-day period BC Hydro gives notice to the Contractor that BC Hydro wishes to receive any of the Records, then the Contractor will, at its own cost and expense, deliver up such Records to BC Hydro in the manner and at the location or locations as BC Hydro specifies, acting reasonably.

If, from time-to-time, BC Hydro agrees to accept the long term retention of specific Records using electronic storage media (which must include secure back-up facilities), the Contractor will make or supply, or have made or supplied, the Records in such agreed upon form.

3 NATURE OF RECORDS

3.1 Required Records and Retention Periods

The Contractor will retain, and will require its Subcontractors to retain, the following:

- (a) the Contract Documents, agreements with Subcontractors, including all amendments to such agreements for a period of ten years after termination of the Contract;
- (b) the "Record" drawings, plans, records and other Work documentation required under Schedule 2 [General Conditions] or Schedule 6 [Specifications and Drawings] for a period of ten years after termination of the Contract;
- (c) all documents relating to all Permits, including applications, refusals and appeals, for a period of ten years after the expiry date of the relevant Permit;
- (d) all electronically and manually recorded information, notices, reports (including test reports, results and certificates) and other documents relating to the Work, the Site and any other such documents described in Schedule 2 [General Conditions] or in Schedule 6 [Specifications and Drawings], for a period of ten years after termination of the Contract;
- (e) all records relating to any inspections of the Work conducted under applicable Laws or Permits or by or for any Governmental Authority, for a period of ten years after termination of the Contract;
- (f) all orders or other requirements issued to the Contractor by any Governmental Authority for a period of ten years after such order or requirement has been satisfied by the Contractor;
- (g) all electronically or manually recorded reports and information related to quality management and other records described in Schedule 8 [Quality Management], for a period of ten years after creation;
- (h) all electronically or manually recorded reports and information related to safety and security management, including the date and time of any incidents and any other records described in Schedule 10 [Safety], for a period of ten years after creation of such reports and information;
- (i) all electronically or manually recorded reports and information related to environmental protection, including the date and time of any environmental incidents and any other records described in Schedule 7 [Environmental Obligations], for a period of twenty years after creation;
- (j) all electronically or manually recorded reports and information related to environmental management, including the date and time of any environmental incidents and any other records described in Schedule 7 [Environmental Obligations], for a period of 20 years after each such event;
- (k) all electronically or manually recorded information and documents related to external relations, including public, stakeholder, government agency and first nations, for a period of ten years after termination of the Contract;
- (l) all electronically or manually recorded reports and information related to environmental remediation and waste disposal, including the date and time of any incidents, for a period of 20 years after creation of such reports and information;
- (m) invoices and payments, including relevant calculations, statements, manifests, receipts, vouchers, calculations, reports, data, time and material costing records with respect to the performance of the Work undertaken on a time and materials or cost plus basis (and for certainty,

- excluding such documents with respect to the Contractor's prices for the fixed price portion of the Work), for a period of ten years after the end of the fiscal year within which they were created;
- (n) all documents relating to events of Force Majeure and the consequences of such events for a period of ten years after the relevant event occurred, or in the case of a matter in Dispute, for a period of ten years after a determination has been made with respect to such Dispute;
 - (o) all notices delivered to or received from Hydro's Representative for a period of ten years after receipt;
 - (p) all documents relating to a referral to the Dispute Resolution Procedure for a period of ten years after a determination has been made with respect to such referral;
 - (q) all documents submitted in connection with any Change, for a period of ten years after creation of such documents;
 - (r) all records required by Laws or Permits (including in relation to health, safety, environmental and waste management matters) to be maintained by the Contractor with respect to the Work, for a period of ten years after creation of such records, or such other retention period determined by the applicable Laws or Permits, whichever is longer;
 - (s) all documents relating to insurance and insurance claims for a period of ten years after the relevant claim is settled;
 - (t) records of all internal and external meetings, including any minutes, presentation materials and other documents produced for, or in respect of, such meetings, for a period of ten years after termination of the Contract;
 - (u) all other records, notices or certificates required to be produced or maintained by the Contractor pursuant to the express terms of the Contract, for a period of ten years after termination of the Contract; and
 - (v) with respect to all other records, documents, reports, and drawings, of any kind whatsoever for which there is no specified retention period set out in the Contract Documents, not less than ten years from the date of creation.

4 RIGHT OF ACCESS TO RECORDS AND AUDITS

4.1 Right of Access to Records

BC Hydro, including its authorized agents and representatives, may at any time and from time to time, during the term of the Contract or at a time during the retention periods outlined in this Schedule 15 [Records], at BC Hydro's expense, upon reasonable written notice to the Contractor, inspect any Records for the purpose of obtaining or verifying any information relevant to the completed Work (including for any maintenance, repair, alteration, renovation or other such work), or relevant to other BC Hydro assets.

4.2 Right of Audit

The Contractor will, upon reasonable written notice, make any and all Records available to BC Hydro and its authorized agents and representatives, during the performance of the Work and during any period of retention as described in this Schedule 15 [Records] for review and audit. The Contractor will, upon written request from Hydro's Representative within such time periods, provide BC Hydro with a copy of any such Records in a form satisfactory to BC Hydro, acting reasonably.

4.3 Audit Not a Waiver

No audit conducted by BC Hydro will at any time constitute approval or acceptance of any Work under the Contract, nor be considered a waiver by BC Hydro of any of the terms of the Contract or its rights at law, nor relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract Documents.

MAIN CIVIL WORKS CONTRACT

APPENDIX 15-1

RECORD CLASSIFICATION REQUIREMENTS

For record and report retention purposes, the Contractor will classify in a manner consistent with, and assign the applicable record retention class or classes, as described in the following table, to each record and report referred to in Section 3.1 of this Schedule 15 [Records].

Record Retention Class	Description
MCW-001	Contract Documents, agreements with Subcontractors, including all amendments to such agreements
MCW-002	Drawings, plans, records and other Work documentation
MCW-003	Permits, including applications, refusals and appeals
MCW-004	Notices, reports (including test reports, results and certificates) and other documents relating to the Work
MCW-005	Records relating to any inspections
MCW-006	Orders or other requirements issued to the Contractor by any Governmental Authority
MCW-007	Reports and information related to quality management
MCW-008	Reports and information related to safety and security management including incidents and events
MCW-009	Reports and information related to environmental protection including incidents and events
MCW-010	Reports and information related to environmental management including incidents and events
MCW-011	Documents related to external relations, including public, stakeholder, government agency and first nations
MCW-012	Information related to environmental remediation and waste disposal,

Record Retention Class	Description
MCW-013	Invoices and payments, including relevant calculations, statements, manifests, receipts, vouchers, calculations, reports, data, time and material costing records with respect to the performance of the Work undertaken on a time and materials or cost plus basis (and for certainty, excluding such documents with respect to the Contractor's prices for the fixed price portion of the Work)
MCW-014	Documents relating to events of Force Majeure and the consequences of such events
MCW-015	Documents relating to events of Force Majeure and the consequences of such events in the case of a matter in Dispute
MCW-016	Notices delivered to or received from Hydro's Representative
MCW-017	Documents relating to a referral to the Dispute Resolution Procedure
MCW-018	Documents submitted in connection with any Change
MCW-019	Records required by Laws or Permits to be maintained by the Contractor with respect to the Work
MCW-020	Documents relating to insurance and insurance claims
MCW-021	Records of all internal and external meetings, including any minutes, presentation materials and other documents produced for, or in respect of, such meetings
MCW-022	All other records, notices or certificates required to be produced or maintained pursuant to the express terms of the contract
MCW-023	All other records, documents, reports, drawings, of any kind whatsoever for which there is no specified retention period

MAIN CIVIL WORKS CONTRACT

SCHEDULE 17

PRIVACY PROTECTION

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MAIN CIVIL WORKS CONTRACT

SCHEDULE 17

PRIVACY PROTECTION

1 INTERPRETATION

1.1 Definitions

In this Schedule 17 [Privacy Protection], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Orders**” has the meaning set out in Section 4.1(d) of this Schedule 17 [Privacy Protection].

2 PURPOSE

2.1 Purpose

The purpose of this Schedule 17 [Privacy Protection] is to:

- (a) enable BC Hydro to comply with its statutory obligations under FOIPPA with respect to Personal Information that is within BC Hydro’s control and in the Contractor’s custody; and
- (b) assist the Contractor, as a service provider to BC Hydro, to comply with its statutory obligations under FOIPPA.

3 COLLECTION OF PERSONAL INFORMATION

3.1 Collection

Unless the Contract Documents otherwise specify or BC Hydro otherwise authorizes or directs in writing:

- (a) the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Contract;
- (b) the Contractor must collect Personal Information directly from the individual the information is about or from another source other than that individual with the written consent of the individual, or the individual’s lawful representative; and
- (c) the Contractor must advise an individual from whom the Contractor collects Personal Information:
 - (i) the purpose for collecting it;
 - (ii) the legal authority for collecting it; and
 - (iii) the title, business address and business telephone number of the person designated by BC Hydro to answer questions concerning the Contractor’s collection of Personal Information.

3.2 Accuracy of Personal Information

The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or BC Hydro to make a decision that directly affects an individual the information is about.

3.3 Requests for Access to Personal Information

If the Contractor receives a request, from a person other than BC Hydro, for access to Personal Information, the Contractor must promptly advise the person to make the request to BC Hydro unless the Contract Documents expressly require the Contractor to provide such access, and, if BC Hydro has advised the Contractor of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

3.4 Correction of Personal Information

- (a) Within seven days of receiving a written direction from BC Hydro to correct or annotate any Personal Information, the Contractor must correct or annotate the information in accordance with the direction.
- (b) When issuing a written direction under Section 3.4(a) of this Schedule 17 [Privacy Protection], BC Hydro must advise the Contractor of the date the correction request to which the direction relates was received by BC Hydro in order that the Contractor may comply with Section 3.4(c) of this Schedule 17 [Privacy Protection].
- (c) Within seven days of correcting or annotating any Personal Information under Section 3.4(a) of this Schedule 17 [Privacy Protection], the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to BC Hydro, the Contractor disclosed the information being corrected or annotated.
- (d) If the Contractor receives a request for correction of Personal Information from a person other than BC Hydro, the individual whose Personal Information has been requested, or that individual's lawful representative, the Contractor must promptly advise the person to make the request to BC Hydro and, if BC Hydro has advised the Contractor of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

3.5 Protection of Personal Information

The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Contract Documents.

3.6 Storage and Access to Personal Information

Unless BC Hydro otherwise authorizes or directs in writing, the Contractor must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

3.7 Retention of Personal Information

Unless the Contract Documents otherwise specify, the Contractor must retain Personal Information until authorized or directed by BC Hydro in writing to dispose of it or deliver it as specified in the authorization or direction.

3.8 Use of Personal Information

Unless BC Hydro otherwise authorizes or directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Contract, and for clarity in accordance with Section 3.6 of this Schedule 17 [Privacy Protection].

3.9 Disclosure of Personal Information

The Contractor must not disclose Personal Information inside or outside Canada to any person other than BC Hydro unless the disclosure is to an entity that can legitimately compel disclosure under the laws of British Columbia or the disclosure is directed or authorized by BC Hydro or the disclosure is requested or authorized by the individual whose Personal Information is at issue or that individual's lawful representative. BC Hydro will not unreasonably withhold its authorization under this Section 3.9.

3.10 Inspection of Personal Information

In addition to any other rights of inspection BC Hydro may have under the Contract Documents or under statute, BC Hydro may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule 17 [Privacy Protection] and the Contractor must permit, and provide reasonable assistance in respect to, any such inspection.

4 COMPLIANCE WITH THE ACT AND AUTHORIZATIONS

4.1 Service Provider

- (a) The Contractor understands and acknowledges that it is a service provider of a public body as defined in FOIPPA.
- (b) The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.
- (c) The Contractor must in relation to Personal Information comply with:
 - (i) the requirements of FOIPPA applicable to the Contractor as a service provider, including any applicable order of the Information and Privacy Commissioner under FOIPPA; and
 - (ii) any direction given by BC Hydro under this Schedule 17 [Privacy Protection].
- (d) The Contractor expressly acknowledges and agrees that it is subject to the laws of British Columbia and Canada and is likely as such not subject to any orders, directives, rulings, requirements, judgments, injunctions, awards or decrees, decisions or other requirements for the disclosure of Personal Information issued by a Governmental Authority outside Canada ("**Orders**"). The Contractor will immediately inform BC Hydro if it receives any Orders or any other directives or requests or foreign demands for disclosure.
- (e) The Contractor will immediately inform BC Hydro if it becomes subject to the laws or jurisdiction of the United States, which require the disclosure of Personal Information contrary to the provisions of this Schedule 17 [Privacy Protection], for any reason (whether or not there are any Orders for disclosure) and will inform BC Hydro of the circumstances giving rise to same.

4.2 Notice of Non-Compliance

If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule 17 [Privacy Protection] in any respect, the Contractor must promptly notify BC Hydro of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

4.3 Interpretation

- (a) Any reference to “the Contractor” in this Schedule 17 [Privacy Protection] includes any “associate” as defined in FOIPPA and the Contractor must ensure that all such persons comply with this Schedule 17 [Privacy Protection].
- (b) The obligations of the Contractor in this Schedule 17 [Privacy Protection] will survive the termination of the Contract.
- (c) If a provision of the Contract Documents (including any authorization or direction given by BC Hydro under this Schedule 17 [Privacy Protection]) conflicts with a requirement of FOIPPA or an applicable order of the Information and Privacy Commissioner under FOIPPA, the conflicting provision of the Contract Documents (or authorization or direction) will be inoperative to the extent of the conflict.
- (d) The Contractor will comply with this Schedule 17 [Privacy Protection] notwithstanding any conflicting provisions of the Contract Documents or the law of any jurisdiction outside Canada.