

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 2

DESIGN AND CONSTRUCTION PROTOCOLS

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WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 2

DESIGN AND CONSTRUCTION PROTOCOLS

1 INTERPRETATION

1.1 Definitions

In this Schedule 2 [Design and Construction Protocols], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Accommodation Building**” means a building constructed within the Accommodation Complex on the Worker Accommodation Area as part of the Facilities;

“**Base Capacity**” has the meaning set out in Section 6.4(a) of this Schedule 2 [Design and Construction Protocols];

“**Certificate of Service Commencement**” has the meaning set out in Section 13.4(a) of this Schedule 2 [Design and Construction Protocols];

“**Certificate of Substantial Completion**” has the meaning set out in Section 13.6 of this Schedule 2 [Design and Construction Protocols];

“**Certified Professional**” means a person with appropriate professional designations under the *Architects Act* (British Columbia) or the *Engineers and Geoscientists Act* (British Columbia), or any other acceptable professional organization capable of establishing or certifying compliance by Project Co with the BC Building Code or other applicable Laws in connection with the Design and Construction, performance of the Services or as may be necessary in connection with any required Permit;

“**Commissioning**” has the meaning set out in Section 12.2 of this Schedule 2 [Design and Construction Protocols];

“**Commissioning and Start-Up Plan**” has the meaning set out in Section 12.2 of this Schedule 2 [Design and Construction Protocols];

“**Core Functions**” has the meaning set out in Section 6.5 of this Schedule 2 [Design and Construction Protocols];

“**Decommissioning**” means, collectively, the decommissioning of all the Facility including the Accommodation Complex, the BC Hydro Offices, the Long-Term Parking Lot, and all infrastructure, utilities and services, in accordance with the requirements set out in Schedule 6 [Specifications and Drawings] Part 9 and Schedule 29 [BC Hydro Offices – Specifications and Drawings] Part 9;

“**Decommissioning Certificate**” means the date when all activities pertaining to Decommissioning that have not been waived, have been satisfied as certified by the Independent Certifier in accordance with Schedule 2 [Design and Construction Protocols];

“**Defect**” has the meaning set out in Section 13.3(a) of this Schedule 2 [Design and Construction Protocols];

“**Defect Deadline**” has the meaning set out in Section 13.7 of this Schedule 2 [Design and Construction Protocols];

“Geotechnical Information” has the meaning set out in Section 6.12 of this Schedule 2 [Design and Construction Protocols];

“Independent Certifier” has the meaning set out in Section 3.1 of this Schedule 2 [Design and Construction Protocols];

“Interim Standard” means:

- (a) with respect to Phase 1, and with respect to each element, building, improvement or structure which is constructed, installed, placed or located on the Land as part of Phase 1:
 - (i) a fully functioning worker accommodation camp which is, at a minimum, capable of supporting all Services to ██████ Guests in accordance with the requirements of this Agreement including Schedule 21 [Service Protocols and Specifications] except those Services specifically identified in Appendix 2E [Phase 1 Excluded Services], if any; and
 - (ii) is of a standard and quality, including fit and finish, that:
 - (A) is clean, attractive and inviting;
 - (B) is consistent with the standard and quality of similar camp construction accommodation provided by prudent and knowledgeable public and private operators to workers at other large scale construction, infrastructure and resource projects or operations in western Canada;
 - (C) is not inferior to the standard and quality of the accommodation provided by Project Co to its employees and other workers engaged in the construction of the Facility or to the accommodation made available to Service Personnel who are providing Services to Phase 1 in accordance with this Agreement;
 - (D) is consistent with, or equivalent to, the standard and quality, including fit and finish, set out in the [Proposal Extract - Phase 1] for such applicable element;
 - (E) with respect to the medical centre, a medical centre having the components and elements generally as set out in Appendix 2H [Interim Standard Medical Centre Specifications] in place of the requirements for the medical centre set out in Section 5.5.23 of Schedule 6 [Specifications and Drawings] Part 5;
 - (F) with respect to parking other than the Long Term Parking Lot, an area which is leveled, roughed out and which contains electrical plug-ins in accordance with the requirements in Section 4.3.5(a)(i) and Section 4.3.5(a)(ii) of Schedule 6 [Specifications and Drawings] Parts 1-4; and
 - (G) with respect to the Long Term Parking Lot, an area which is leveled, roughed out and which contains electrical plug-ins for not less than ██████ the parking stalls; and
- (b) with respect to Phase 2, and with respect to each element, building, improvement or structure which is constructed, installed, placed or located on the Land as part of Phase 2,
 - (i) a fully functioning worker accommodation camp which is, at a minimum, capable of supporting all Services to ██████ Guests in accordance with the requirements of this Agreement including Schedule 21 [Service Protocols and Specifications] except those Services specifically identified in Appendix 2G [Phase 2 Excluded Services], if any; and

- (ii) is of a standard and quality, including fit and finish, that:
 - (A) is clean, attractive and inviting;
 - (B) is consistent with the standard and quality of similar camp construction accommodation provided by prudent and knowledgeable public and private operators to workers at other large scale construction, infrastructure and resource projects or operations in western Canada;
 - (C) is not inferior to the standard and quality of the accommodation provided by Project Co to its employees and other workers engaged in the construction of the Facility or to the accommodation made available to Service Personnel who are providing Services to Phase 2 in accordance with this Agreement; and
 - (D) is consistent with, or equivalent to, the standard and quality, including fit and finish, set out in the [Proposal Extract - Phase 2] for such applicable element; and
 - (E) with respect to the Long Term Parking Lot, an area which is leveled, roughed out and which contains electrical plug-ins for not less than [REDACTED] of the parking stalls;

“Phase” has the meaning set out in Section 6.7 of this Schedule 2 [Design and Construction Protocols];

“Phase 1” has the meaning set out in Section 6.7(a) of this Schedule 2 [Design and Construction Protocols];

“Phase 2” has the meaning set out in Section 6.7(b) of this Schedule 2 [Design and Construction Protocols];

“Schematic Design Phase Documents” means the schematic design phase documents included in Appendix 2A [Proposal Extracts (Design and Construction)] which were prepared by Project Co and reviewed by BC Hydro including:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“**Substantial Completion**” has the meaning set out in Section 13.6 of this Schedule 2 [Design and Construction Protocols];

“**Ultimate Capacity**” has the meaning set out in Section 6.4(b) of this Schedule 2 [Design and Construction Protocols];

“**Updated Work Program and Schedule**” has the meaning set out in Section 9.2 of this Schedule 2 [Design and Construction Protocols]; and

“**Worker Accommodation Area**” means that portion of the Lands which contains the Facility, including the Accommodation Complex, the BC Hydro Offices, the Long-Term Parking Lot, the potable water intake structures, water conveyance infrastructure, the sewage disposal facility and the sewage conveyance infrastructure, and all related buildings, facilities, utilities, infrastructure, roads and improvements therein as more particularly set out in the plan attached as Appendix 2B [Worker Accommodation Area].

2 DESIGN AND REVIEW

2.1 Submittals Procedure

The parties will comply with the procedures as set out in Schedule 5 [Submittals Procedure].

2.2 BC Hydro Not Responsible for Design or Construction

BC Hydro’s receipt, review, acceptance, approval or confirmation of compliance with respect to any aspect of the Design or the Construction, including any plans, reports, letters of assurance or drawings in respect of the BC Building Code, will be for BC Hydro’s benefit only, and no review, acceptance, approval or confirmation of compliance by Hydro’s Representative or other representative of BC Hydro will in any way relieve Project Co of its obligation for all aspects of the Design and Construction of the Facility except as may be expressly set out in this Agreement.

2.3 Project Related Permits

BC Hydro has obtained, or will obtain, the Project Related Permits set forth in Appendix 2C [Project Related Permits].

Project Co will, as part of the Design and Construction, provide all assistance reasonably requested by BC Hydro to obtain all Project Related Permits.

Project Co will, as part of the Design, Construction and Services, obtain all Permits required for the performance of the Design, Construction and Services except for Project Related Permits.

3 INDEPENDENT CERTIFIER

3.1 Appointment

The parties will cooperate to jointly appoint a person (or firm of persons) (the **Independent Certifier**) who is:

- (a) qualified and experienced with respect to the design and construction of projects in British Columbia similar to the WA Project, and
- (b) independent from both BC Hydro and Project Co (and who will be impartial to the parties),

to provide certification services for the benefit of the parties during the Term. The parties will enter into an agreement with the Independent Certifier on the terms generally as set out in Schedule 18 [Independent Certifier Agreement]. The parties confirm that Project Co may also appoint the Independent Certifier to provide certification services in respect of the Design-Build Agreement.

3.2 Appointment and Replacement

If within 20 Business Days of the Effective Date the Independent Certifier has not been appointed, or if for any reason during the Term the Independent Certifier is unable or unwilling to continue to perform the Independent Certifier services or if the Independent Certifier's appointment has been terminated by BC Hydro and Project Co, then:

- (a) within 5 Business Days of the date that is 20 Business Days after the Effective Date (or within 5 Business Days of the date of termination of the Independent Certifier's appointment, if applicable), Project Co will provide the names of 3 candidates acceptable to Project Co for consideration by BC Hydro;
- (b) within 10 Business Days of receiving the candidate names, BC Hydro will notify Project Co of the candidates acceptable to BC Hydro, and the parties will cooperate to enter into a contract with an acceptable candidate generally in the form set out in Schedule 18 [Independent Certifier Agreement]; and
- (c) if none of the candidates are acceptable to BC Hydro, acting reasonably, or if for any reason an Independent Certifier is not appointed within 40 Business Days of the Effective Date (or within 20 Business Days of the date of termination of the Independent Certifier's appointment, if applicable), then either party may immediately apply to the British Columbia International Commercial Arbitration Centre for the selection of an Independent Certifier, providing the other party the opportunity to participate in the selection and appointment process.

3.3 Monthly Inspections and Report

The parties will require the Independent Certifier to:

- (a) consult with the Design-Builder and others involved in the Design; and
- (b) conduct inspections of the Construction,

as the Independent Certifier determines is required for purposes of the Independent Certifier's functions under this Agreement and, no later than the 10th day of each month, prepare and deliver to BC Hydro and Project Co a monthly written report containing a description of:

- (c) the Design and Construction completed in the previous month; and

- (d) the progress of the Design and Construction relative to the Updated Work Program and Schedule, with an overview analysis of any variances.

3.4 Application for Certificate of Service Commencement

The parties will require the Independent Certifier to perform the obligations of the Independent Certifier described in Section 13 of this Schedule 2 [Design and Construction Protocols] and Attachment 1 to the Independent Certifier Agreement.

3.5 Permitted Access

Project Co will give the Independent Certifier access to the Design and Construction work as the Independent Certifier reasonably requests in order to be fully informed as to the progress of the Design and Construction including:

- (a) access to drawings, specifications, schedules, records (including records of purchases, expenses and reimbursements) and other documents or data relating to the Design and Construction, including such information that is being produced by or in the possession of the Design-Builder or others; and
- (b) access to the Worker Accommodation Area,

and Project Co will:

- (c) permit the Independent Certifier to attend all Design and Construction meetings during the Construction Period, and with respect to a Phase, during the Construction of that Phase, except to the extent Project Co and BC Hydro expressly otherwise agree; and
- (d) keep the Independent Certifier fully informed as to the progress of the Construction, including giving notice in accordance with Good Industry Practice of any part of the work on the Facility before it becomes covered up and unavailable for inspection.

3.6 No Responsibility for Design or Construction

Nothing in this Agreement (including this Schedule 2 [Design and Construction Protocols]) or in the parties' agreement with the Independent Certifier will be interpreted as giving the Independent Certifier any responsibility or authority for any aspect of the Design or the Construction, or as relieving Project Co of its responsibility for the Design and Construction as set out in this Agreement, and neither Project Co nor the Design-Builder nor any Subcontractor will be entitled to rely on any review, acceptance, approval or confirmation that the Independent Certifier may give with respect to Design or Construction.

4 PROJECT CO'S RESPONSIBILITIES

4.1 Design-Build Responsibility

Notwithstanding any other provision of this Agreement, Project Co will:

- (a) have complete responsibility for the Design and Construction of the Facility; and
- (b) perform and complete the Design and Construction:
 - (i) so that each completed Phase, and the completed Facility includes the spaces and uses as described in the Functional Program and the Functional Program (BCHO) applicable to that Phase or the completed Facility, as applicable;

- (ii) in accordance with all terms of this Agreement including the terms of this Schedule 2 [Design and Construction Protocols], Schedule 6 [Specifications and Drawings] and Schedule 29 [BC Hydro Offices – Specifications and Drawings];
- (iii) so as to provide a worker accommodation facility, a long-term parking lot and offices for BC Hydro in accordance with the requirements of this Agreement so that at the completion of each Phase and the completed Facility:
 - (A) each Phase and the completed Facility, as applicable, is complete and operational and fit for its intended use; and
 - (B) will permit Project Co to provide the Services in accordance with the requirements of this Agreement; and
- (iv) to reflect and implement the intent and benefits of the design for the Facility as set out in Appendix 2A [Proposal Extracts (Design and Construction)].

Each of the obligations in Sections 4.1(b)(i), 4.1(b)(iii) and 4.1(b)(iv) of this Schedule 2 [Design and Construction Protocols] are independent obligations, and the fact that Project Co has satisfied one obligation will be no defence to an allegation that it has failed to satisfy another.

4.2 Standard of Performance for Design and Construction

Without limiting the other requirements of this Agreement, Project Co will perform all Design and Construction in accordance with the standards set out in Schedule 6 [Specifications and Drawings] and Schedule 29 [BC Hydro Offices – Specifications and Drawings].

4.3 Defects in Design or Construction

Project Co will, without cost to BC Hydro, and without limiting Project Co's obligations to perform the Services, including Schedule 21 [Services Protocols and Specifications] and Schedule 30 [BC Hydro Offices – Services Protocols and Specifications], correct any Defect that becomes apparent at any time during the Term, subject to the terms of this Agreement.

4.4 Compliance with Laws

Project Co will undertake and perform the Design and Construction in accordance with applicable Laws, and so that all elements of the Design and the Construction, including all workmanship, construction equipment and materials, and the supply and installation of the equipment and materials, meet or exceed the requirements of applicable Laws. If there is any conflict or ambiguity between the provisions of applicable Laws, or between a provision of applicable Laws and the Specifications and Drawings, or between provisions of the Specifications and Drawings, then the provision of higher quality or higher standard will govern.

4.5 Permits for the Design and Construction

Except as may be expressly provided otherwise in this Agreement, Project Co will obtain all Permits required for the Design and Construction. Project Co will:

- (a) keep Hydro's Representative fully informed of the details of all discussions and negotiations with Governmental Authorities with respect to all Permits for which it is responsible; and
- (b) upon request from Hydro's Representative, provide to BC Hydro copies of all documentation and correspondence with a Governmental Authority relating to such Permits.

Project Co assumes all risk and costs arising in relation to Permits for which Project Co is responsible as described in this Section 4.5, including delays to the Work Program and Schedule arising from delays in obtaining Permits or inability to obtain Permits, conditions of obtaining Permits, or amendments to Permits as may be required. BC Hydro will provide Project Co with such information within BC Hydro's possession, and co-operate with Project Co, as Project Co may reasonably require in relation to all Permits for which Project Co is responsible.

Without limiting the foregoing or any other requirement of this Agreement, in circumstances where Project Co is responsible for complying with the provisions of the BC Building Code in respect of the Design and Construction, Project Co is responsible to provide to BC Hydro and to the Independent Certifier all such plans, reports, letters of assurance and drawings which demonstrate compliance with the BC Building Code in the form and in the manner set out in the BC Building Code.

To the extent required by Project Co in order to obtain any Permit and to comply with the requirements of the BC Building Code, Project Co will retain any Certified Professional as Project Co determines as is necessary in order to obtain any such Permit or to comply with the requirements of the BC Building Code.

4.6 Payment Certificates

Project Co will provide to Hydro's Representative a copy of all certificates of payment prepared and issued in respect of the Design-Build Agreement and Subcontracts for all parts of the Construction. BC Hydro and Project Co specifically agree that with respect to the preparation and delivery of the payment certificates, the certificates will certify actual costs incurred by or on behalf of Project Co.

5 DESIGN

5.1 Additional Design Considerations

In addition to other requirements of this Agreement, Project Co will undertake and perform the Design so that the Design:

- (a) 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 the Design, as of the date of this Agreement, and Project Co will appoint a design team that:
 - (i) is so qualified;
 - (ii) includes (as required by applicable Law or Good Industry Practice) licensed or registered Professional Engineers and architects; and
 - (iii) has sufficient expertise and experience to expeditiously and efficiently perform all of the Design in a proper and professional manner to the standard set out in this Agreement;
- (b) includes specific consideration of "constructability" and "life cycle" cost issues at all phases of Design, as appropriate; and
- (c) includes consideration of efficient and cost-effective operation and maintenance.

5.2 Land Use Approval

BC Hydro will obtain approval(s) as may be required to permit the Construction of the Facility on the Work Accommodation Area.

5.3 Design to Facilitate Phased Construction

Notwithstanding that the Construction of the Facility may be undertaken in Phases as described in Section 6.6 of this Schedule 2 [Design and Construction Protocols], Project Co will complete the Design of the layout of the completed Facility on the Worker Accommodation Area in sufficient detail to indicate:

- (a) the size and location of all elements of the completed Facility for both the Base Capacity and the Ultimate Capacity; and
- (b) that Phase 2 and the Facility can be constructed without interruption to the use and operation of previously completed Phases.

5.4 Design Process

Project Co will undertake the Design:

- (a) in phases progressively, with each phase capturing the information and detail of a previous phase, as follows:
 - (i) *Design Development Phase*: The Design Development Phase will include the preparation of drawings, specifications and other documents to fully describe the size and character of the Facility and the Worker Accommodation Area, including the architectural, landscaping, civil, structural, mechanical, electrical, materials and other elements, and will include:
 - (A) more detail to the information included in the Schematic Design Phase Documents (including area calculations and detailing all Facility systems). For certainty, the Schematic Design Phase Documents included in Appendix 2A [Proposal Extracts (Design and Construction)] that are also identified as “Design Development Phase Documents” will be deemed to satisfy the level of detail required under this Section 5.4(a)(i)(A);
 - (B) process flow diagrams and plans for all processes in the Facility;
 - (C) relevant draft policies and plans (operations and maintenance plan) as required by Schedule 21 [Services Protocols and Specifications], including Appendix 21F [Facility Maintenance, Repair and Utility Services] and Schedule 30 [BC Hydro Offices – Services Protocols and Specifications], including Appendix 30F [BC Hydro Offices – Maintenance, Repair and Utility Services];
 - (D) developed landscape, lighting, life safety and security plans;
 - (E) developed fit and finish plans, specifications and samples;
 - (F) Worker Accommodation Area site services; and
 - (G) design assumptions (kwh/month) regarding the consumption of electrical energy in the operation of the Facility.

Project Co will not begin the Construction documents phase until Project Co has received 100% Design Development REVIEWED status from BC Hydro, except as otherwise may be agreed to in writing by BC Hydro; and
 - (ii) *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 all components, systems and equipment of the Facility. For each element or component of the Facility drawings and other design information will be delivered to BC Hydro at 70% Design completion and in accordance with the Submittal Schedule for Review, in a timely way in advance of Construction with sufficient detail to permit BC Hydro to understand and assess the Design of the Facility.

If Project Co intends to proceed with Construction of an element of the Facility in advance of the completion of the design of the entire Facility then Project Co will deliver the 70% Construction documents for that element (with sufficient accompanying detail to permit BC Hydro to understand and assess the design of that element) in advance of the design documents for other elements of the Facility;

- (b) so that in each phase, Project Co will provide to BC Hydro the level of detail and documentation that BC Hydro would customarily receive or expect to receive for a facility similar to the Facility in accordance with Good Industry Practice, including (as applicable to a particular phase):
- (i) dimensioned floor plans and elevations;
 - (ii) any refinements or clarifications of the layout and schematics submitted previously if revised in the design process, including any changes in installation details or operation and maintenance;
 - (iii) exterior building elevations;
 - (iv) completed site and landscaping plans;
 - (v) written reports detailing and describing the manner in which the following have been taken into account in the Design:
 - (A) Facility operating services;
 - (B) compliance with the BC Building Code; and
 - (C) outline commissioning plan; and
- (c) this Section 5.4 does not limit Project Co's obligation to comply with all requirements set out in this Schedule 2 [Design and Construction Protocols] or otherwise in this Agreement in relation to all phases and requirements for Design.

5.5 Design Change

The following will apply to BC Hydro's requests for amendments to the Facility design:

- (a) revisions to drawings, specifications, equipment and additional Design requested by BC Hydro under the processes described in Section 5 of this Schedule 2 [Design and Construction Protocols] and in Schedule 5 [Submittals Procedure] are not Changes and will be completed at Project Co'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] or Schedule 29 [BC Hydro Offices – 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 Certificate issued by BC Hydro); and
- (b) if and to the extent BC Hydro requires a variation of any Design described in Accepted drawings and specifications (other than a variation required to bring the Design into conformity with this

Agreement) then such variation will be a Change and the terms of Schedule 12 [Changes] will apply.

5.6 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 Agreement:

- (a) BC Hydro will not have an ownership interest in the Design, including any of the drawings or specifications prepared and produced by Project Co, the Design-Builder or any Subcontractor;
- (b) Project Co grants to BC Hydro, or will cause the Design-Builder and all Subcontractors to grant to BC Hydro, an irrevocable perpetual license giving BC Hydro the non-exclusive right to use the Design, including any of the documents and information listed in Section 6.19 of this Schedule 2 [Design and Construction Protocols]:
 - (i) in connection with the Facility during the Term and as long as the Facility exist, including for operational purposes during the Term and for renovations, additions and alterations to the Facility; and
 - (ii) for reference purposes in connection with other operations, projects and facilities of BC Hydro; and
- (c) Project Co will execute and deliver, or cause to be executed and delivered, any and all further and other documents as BC Hydro may reasonably request to effect and record the license referred to in Section 5.6(b) of this Schedule 2 [Design and Construction Protocols].

6 CONSTRUCTION

6.1 Work Program and Schedule Update for Construction Period

Prior to commencing any Construction at the Worker Accommodation Area, Project Co will prepare and deliver an Updated Work Program and Schedule that includes the requirements described in Section 9.2(b)(iii) of this Schedule 2 [Design and Construction Protocols].

6.2 Construction of the Facility

Project Co will perform the Construction in strict conformity with Accepted drawings and specifications, as may be modified and amended from time to time in accordance with the terms of this Agreement, and this obligation will be in addition to all other obligations of Project Co under this Agreement.

6.3 Construction Worker Housing

Project Co will be responsible to provide all housing and food services required by the workers and others retained by Project Co for the performance of the Design and Construction performed on the Worker Accommodation Area. Nothing in this provision will prevent Project Co from housing or providing any food services to any workers retained by Project Co for the performance of the Design and Construction within the Accommodation Complex provided always that any such workers are not Guests.

6.4 Facility Capacity

The Facility will, as described in the Functional Program and the Functional Program (BCHO):

- (a) have a base capacity to accommodate [REDACTED] Guests registered for overnight stay at the Facility (the "**Base Capacity**");

- (b) have an ultimate capacity to accommodate █████ Guests registered for overnight stay at the Facility (the “**Ultimate Capacity**”);
- (c) include sufficient Rooms to meet the specified capacity, allowing for turnarounds and Rooms that, for normal operating reasons, are unavailable for occupation by a Guest such as because of required maintenance and repair; and
- (d) include sufficient sleeping and other facilities required for the Services Personnel that are needed to provide the Services in accordance with the terms of this Agreement to the Guests,

and any additional sleeping and other facilities required by Project Co to accommodate any Project Co workers and others retained by Project Co for the performance of the Design and Construction.

6.5 Core Functions

The Accommodation Complex will include the following core functions (the “**Core Functions**”):

- (a) Project Co offices, common areas including rooms and spaces (such as the common-use areas, support and recreational uses and spaces), outdoor recreational and other spaces, as required to meet the Base Capacity;
- (b) utilities and infrastructure to service fully the Accommodation Building(s) and the other components of Facility including the BC Hydro Offices with the Worker Accommodation Area (including water, sewer, drainage, electricity, fibre optics and natural gas), as required to meet the Ultimate Capacity; and
- (c) the food services and laundry services areas of the Accommodation Complex (including kitchen, dining room and laundry areas), required to meet the Ultimate Capacity, but for certainty the Core Functions will not include furniture, fixtures or equipment for such areas, such as kitchen ovens and washing machines.

6.6 Site C Services

Project Co will design and construct the following with sufficient capacity to accommodate the demands of other contractors at the Site:

- (a) potable water as set out in Section 4.4.3(e)(ii) of Schedule 6 [Specifications and Drawings] Parts 1-4; and
- (b) sewage disposal services as set out in Section 4.4.3(b)(iv) of Schedule 6 [Specifications and Drawings] Parts 1-4.

6.7 Phased Construction

Project Co will construct the Facility in phases (each, a “**Phase**”) as follows:

- (a) Phase 1 (“**Phase 1**”) will be completed no later than █████, as adjusted in accordance with this Agreement, and will include:
 - (i) in respect of the Accommodation Complex and the Long Term Parking Lot:
 - (A) at a minimum, the portion of the Core Functions, including those elements identified in Appendix 2D [Phase 1 Core Functions] required to provide all Services for █████ Guests as required by the Agreement, except those Services identified in Appendix 2E [Phase 1 Excluded Services], if any;

- (B) rooms ready for the use and occupation by not less than [REDACTED] Guests;
- (C) furniture, fixtures and equipment in the Core Functions required for a [REDACTED] Guest capacity;
- (D) if required by Project Co, any accommodation (including over-night accommodation and eating facilities) for Service Personnel which are providing the Services in accordance with the requirements of this Agreement when there are [REDACTED] Guests staying at the Facility, without using any of the Rooms or interfering with the capacity of the Core Functions to be used by the Guests; and
- (E) a Long Term Parking Lot with a minimum of [REDACTED] parking stalls,

provided however that notwithstanding any other provision of this Agreement, any of the foregoing elements, including any required Core Function or Rooms may be:

- (F) constructed, installed, placed or located within temporary buildings, improvements, structures; or
- (G) constructed, installed, placed or located in buildings, improvements or structures intended to form part of the completed Facility which will be used throughout the Term,

and, in either case, utilities and infrastructure required to service those parts of Phase 1 identified in Section 6.7(a)(i)(A), Section 6.7(a)(i)(B), Section 6.7(a)(i)(C), and Section 6.7(a)(i)(D) may be provided by or connected to temporary or provisional utility and infrastructure services and facilities, provided that all such Core Functions, Rooms, elements, buildings, improvements, structures, components or infrastructure are constructed or installed to, at a minimum, the Interim Standard; and

- (ii) in respect of the BC Hydro Offices, the BC Hydro Offices in compliance with all Design and Construction requirements including those set out in Schedule 29, Parts 1-4 [BC Hydro Offices – Specifications and Drawings] provided that notwithstanding any provision of this Agreement, the utilities and infrastructure required to service the BC Hydro Offices may be provided by or connected to temporary or provisional utility and infrastructure services and utilities;
- (b) Phase 2 (“**Phase 2**”) will be completed no later than [REDACTED], as adjusted in accordance with this Agreement, and will include:
- (i) at a minimum, the portion of the Core Functions, including those elements identified in Appendix 2F [Phase 2 Core Functions], in addition to those elements identified in Appendix 2D [Phase 1 Core Functions] at a size and with the capacity which is necessary or required to provide all Services for [REDACTED] Guests as required by the Agreement, except those Services identified in Appendix 2G [Phase 2 Excluded Services], if any;
 - (ii) rooms, which in aggregate, are ready for the use and occupation by not less than [REDACTED] Guests;
 - (iii) furniture, fixtures and equipment in the Core Functions required for a [REDACTED] Guest capacity;
 - (iv) if required by Project Co, any accommodation (including over-night accommodation and eating facilities) for Service Personnel which are providing the Services in accordance with the requirements of this Agreement when there are [REDACTED] Guests staying at the

Facility, without using any of the Rooms or interfering with the capacity of the Core Functions to be used by the Guests; and

(v) a Long Term Parking Lot with a minimum of [REDACTED] total parking stalls,

provided however that notwithstanding any other provision of this Agreement, any of the foregoing elements, including any required Core Function or Rooms may be:

(vi) constructed, installed, placed or located within temporary buildings, improvements, structures; or

(vii) constructed, installed, placed or located in buildings, improvements or structures intended to form part of the completed Facility which will be used throughout the Term,

and, in either case, utilities and infrastructure required to service Phase 2 may be provided by or connected to temporary or provisional utility and infrastructure services and facilities, provided that all such Core Functions, Rooms, elements, buildings, improvements, structures, components or infrastructure are constructed or installed to, at a minimum, the Interim Standard; and

(c) the balance of the Facility will be completed no later than [REDACTED], as adjusted in accordance with this Agreement.

However, Project Co may at its election perform the Construction of any component of the Facility at the same time as the Construction of either Phase 1 or Phase 2 provided that, at a minimum, the completion dates for each of the Phases as set out in this Agreement are achieved. Without limiting any requirement of Project Co under this Agreement with respect to the Design and Construction of the Facility, any requirement by BC Hydro to include any additional capacity or any other component of the Facility required to achieve the Ultimate Capacity will be a Change under Schedule 12 [Changes].

6.8 Amendments and Changes to the Drawings and Specifications

During the Construction, Project Co will submit all amendments or additions to Accepted drawings and specifications to Hydro's Representative for Review under Schedule 5 [Submittals Procedure].

6.9 Control of the Construction

Project Co will have total control of the Construction and will effectively direct and supervise the Construction so that it is undertaken in compliance with the terms of this Agreement. Project Co will be responsible for all Construction means, methods, techniques, sequences and procedures with respect to the Construction and for coordinating the various elements of the Construction, and nothing in this Agreement (including this Schedule 2 [Design and Construction Protocols]) will be interpreted as giving any responsibility for the above to BC Hydro, Hydro's Representative or any other representative or agent of BC Hydro, or to the Independent Certifier.

6.10 Existing Utilities and Services

Project Co will confirm the location of, and protect all existing utilities and services that may be affected by the Construction.

Project Co will relocate any existing utilities and services that conflict with Construction.

6.11 Worker Accommodation Area Investigation

By entering into this Agreement, Project Co will be deemed to have inspected the Worker Accommodation Area and to have reviewed the reports and information for the Worker Accommodation

Area made available by BC Hydro relating to the performance of Project Co's obligations under this Agreement and to have satisfied itself and accepted all risks and related responsibilities relating to the Worker Accommodation Area and the Facility (except as expressly provided to the contrary in this Agreement) including:

- (a) the adequacy of the rights of access to and through the Worker Accommodation Area for the Construction;
- (b) vehicular access and parking on the Worker Accommodation Area;
- (c) temporary storage of building materials and equipment;
- (d) existing utilities and services to the Worker Accommodation Area and the Facility; and
- (e) geotechnical conditions.

6.12 Geotechnical Information

BC Hydro has made available certain geotechnical information (the "**Geotechnical Information**") relating to the Worker Accommodation Area. Except as may be expressly set out by BC Hydro in writing in this Agreement, BC Hydro makes no representation whatsoever as to the accuracy or completeness of any information in the Geotechnical Information and Project Co specifically acknowledges that BC Hydro assumes and accepts no responsibility that the Geotechnical Information is accurate or completely describes actual site conditions including geotechnical or soil conditions (including presence of boulders, rock, low-strength soil and voids) and ground water conditions (including presence of underground streams or water table conditions) that may affect the Design or Construction or other responsibilities of Project Co under this Agreement.

6.13 BC Hydro's Access to the Worker Accommodation Area

Subject to complying with all relevant safety procedures, including any relevant health and safety plans for the carrying out of the Construction and Project Co's and/or the Design-Builder's Worker Accommodation Area site rules, Hydro's Representative and its delegates and any other person designated by BC Hydro will have access:

- (a) to the Worker Accommodation Area:
 - (i) to view the Construction at any time, and
 - (ii) to witness any test or investigation being carried out in respect of the Construction; and
- (b) subject to obtaining the consent of the relevant manufacturer or supplier (which Project Co will use all reasonable efforts to obtain), visit any site or workshop where materials, plant or equipment are being manufactured, prepared or stored for use in the Construction for the purposes of general inspection and of attending any test or investigation being carried out in respect of the Construction.

Hydro's Representative and its delegates will have the right to attend all monthly progress meetings and Worker Accommodation Area meetings, including meetings between Project Co and the Design-Builder or its Subcontractors.

Project Co will cooperate with BC Hydro to arrange for tours of the Worker Accommodation Area at reasonable times during Construction, in a way that does not significantly interfere with the progress of the Construction.

Except as set out above or as otherwise provided for in this Agreement, BC Hydro will not grant any person access to the Worker Accommodation Area or Facility during the Construction Period without the consent of Project Co, such consent not to be unreasonably withheld or delayed.

6.14 Inspection

Prior to the Service Commencement Date, and with respect to the Construction of Phase 2 and the completed Facility, prior to the date of Substantial Completion of Phase 2 of the completed Facility, as applicable, Project Co will, upon request by Hydro's Representative including detailed reasons for the request, open up for inspection by Hydro's Representative any part of the work on the Facility which Hydro's Representative, acting reasonably, believes is, or includes, a Defect and:

- (a) if the parties agree or if it is determined in accordance with the Dispute Resolution Procedure that there are no Defects in the relevant part of such work, and Project Co complied with the requirements of Section 3.5 of this Schedule 2 [Design and Construction Protocols], then any delay caused by the exercise of such rights will be treated as a Compensation Event and be subject to Section 9.3 of this Agreement;
- (b) if the parties agree or if it is determined in accordance with the Dispute Resolution Procedure that any relevant part of the work on the Facility contained a Defect, then:
 - (i) Project Co will rectify and make good such Defect(s);
 - (ii) any consequence of such rectification or making good Defect(s) will be carried out by Project Co at no cost to BC Hydro; and
 - (iii) Project Co will not be entitled to any extension of time to the Work Program and Schedule in relation to such rectification and making good of such work; and
- (c) if the parties are unable to reach agreement in accordance with Sections 6.14(a) or (b) above, then the matter will, at the request of either party, be referred to the Dispute Resolution Procedure. If, in order to maintain compliance with the Work Program and Schedule, it is necessary to proceed in respect of the matter in Dispute, the parties will proceed in accordance with the position of BC Hydro, provided that Project Co proceeding in accordance with BC Hydro's position will be a Compensation Event if the relevant matter in Dispute is determined in favour of Project Co.

6.15 Protection of Property

Project Co will:

- (a) protect BC Hydro's property (and any third party's property) from damage caused by the Construction, including buildings, roadways, drainage systems, landscaping, surfaces, services and infrastructure; and
- (b) promptly repair any damage to property caused by Project Co in undertaking the Construction, including any damage caused by site settlement or ground vibration.

Project Co will co-operate with BC Hydro and take all reasonable steps to avoid disrupting such equipment and services, including meeting with BC Hydro's staff and equipment suppliers in advance of Construction to develop a work plan describing measures that Project Co will take to minimize any potential disruption or interference, and implementing such plan, all in accordance with Section 6.14 of this Schedule 2 [Design and Construction Protocols]. Project Co will monitor site settlement and ground vibration during Construction and take additional steps as may be required to avoid equipment or service disruptions as the Construction progresses. In addition to its obligations to promptly repair any damage to

property as required by Section 6.15(b) of this Schedule 2 [Design and Construction Protocols], if any equipment is disrupted by Construction-caused settlement or ground vibration, Project Co will, at its cost, arrange for BC Hydro's equipment suppliers to re-calibrate the equipment and return it to service as quickly as possible.

6.16 Signage

Project Co may erect signage at the Worker Accommodation Area during Construction to identify Project Co and Project Contractors provided such signs are acceptable to Hydro's Representative, acting reasonably, and comply with any applicable by-laws.

6.17 Temporary Works

During the Construction Period, and with respect to a Phase, during the Construction of that Phase, Project Co will:

- (a) have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and the design and execution of construction methods required in their use; and
- (b) provide its own services necessary for Project Co's construction use including but not limited to power, telephone, water and sewage, and will not connect directly to the existing buildings or infrastructure except with BC Hydro's prior approval.

6.18 Project Meetings

At BC Hydro's request, Project Co's Representative will arrange and attend meetings to update BC Hydro on the progress of Construction and to discuss any issues that have arisen. The meetings will be at least monthly unless agreed otherwise by BC Hydro.

6.19 Project Records

Notwithstanding any other provision of this Agreement:

- (a) As-Built Drawings and Specifications: Project Co will:
 - (i) throughout the Construction, update Accepted drawings and specifications (with respect to the drawings, such update will be in hard copy and "CAD" or other electronic format acceptable to Hydro's Representative), including all final shop drawings, so as to produce accurate and complete as-built documents for the Facility, including any revisions permitted under this Agreement to the requirements of the Specifications and Drawings, the Proposal Extracts (Design and Construction) or other provisions of this Agreement;
 - (ii) as requested from time to time during the Construction, make available such as-built drawings and specifications in hard copy and "CAD" or other electronic format to Hydro's Representative for review to permit Hydro's Representative to monitor Project Co's compliance with the requirements of Section 6.19 and for BC Hydro's operational and other use; and
 - (iii) provide three full-size hard copies and two electronic copies in ".dwg" format of the completed as-built drawings, and specifications on or before Service Commencement, and with respect to the Construction of Phase 2 and the completed Facility, prior to the date of Substantial Completion of Phase 2 and the completed Facility, as applicable.

Project Co will submit all electronic copies in compliance with the standards established by BC Hydro from time to time for electronic copies.

- (b) Maintenance Manuals: Project Co will:
 - (i) on or before Service Commencement, and with respect to the Construction of Phase 2 and the completed Facility, prior to the date of Substantial Completion of Phase 2 and the completed Facility, make available all maintenance manuals, specifications, warranties and related information, in written and electronic form acceptable to Hydro's Representative, for all the equipment and systems that have been included in the Design and Construction of the Facility for Review by Hydro's Representative; and
 - (ii) organize and store such information in accordance with Schedule 15 [Records].
- (c) Design Records: Project Co will retain records of the Design process.
- (d) Minutes of Meetings: Project Co will retain minutes of all meetings between BC Hydro and Project Co relating to the Design and Construction. Project Co will circulate such minutes to Hydro's Representative for review and comment within the time period specified in this Agreement for the particular meeting or if no time period is specified then as soon as reasonably possible after the relevant meeting, and a reasonable period before any subsequent meeting so that all parties may consider the minutes and take required actions in advance of the subsequent meeting.
- (e) Inspection Reports and Tests Results: Project Co will retain official reports and certified test records of all inspections and tests which were undertaken as part of the Construction.
- (f) Utility Plans: Project Co will retain utility plans for the Facility and the Worker Accommodation Area.
- (g) Landscape and Irrigation Plans: Project Co will retain landscape and irrigation plans for the Facility and the Worker Accommodation Area.
- (h) Copies of all Permits: Project Co will retain copies of all Permits for the Construction and occupation of the Facility.
- (i) Signed Quality Assurance Plan: Project Co will retain a signed copy of the Quality Assurance Plan for the Construction and all records of the Quality Assurance Program implemented as required by this Agreement.

6.20 Continuous Working Hours – Site

The Site will be open and available for construction every day of the year, including statutory holidays.

7 QUALITY

7.1 Quality Management

Project Co will perform the Design and Construction in compliance with the requirements of Schedule 8 [Quality Management].

8 **SAFETY**

8.1 Responsibility for Safety

Project Co will perform the Design and Construction in compliance with the requirements of Schedule 10 [Safety].

9 **WORK PROGRAM AND SCHEDULE AND SCHEDULING**

9.1 Initial Work Program and Schedule

Attached as Appendix 4B [Work Program and Schedule] is the initial work program and schedule, which the parties have relied upon in entering into this Agreement.

9.2 Work Program and Schedule Updates

Project Co will, as required from time to time until Service Commencement and until Substantial Completion of the Facility, but will within 3 days of the first day of each calendar month, in consultation with Hydro's Representative update the Work Program and Schedule so that it is at all times an accurate, reasonable and realistic representation of Project Co's plans for the completion of the Design and Construction of the Facility in accordance with the requirements of this Agreement. The updates will include:

- (a) adjustments resulting from Supervening Events and Changes, if any, as permitted by this Agreement;
- (b) best estimates of the following:
 - (i) the start and completion dates for the Design phases described in Section 5.3 of this Schedule 2 [Design and Construction Protocols];
 - (ii) the commencement of Construction; and
 - (iii) the planned start and completion dates of the major activities of Construction;
- (c) the planned start and completion dates of work required to service the Worker Accommodation Area; and
- (d) the Target Service Commencement Date, which (except to the extent necessary to reflect adjustments made in accordance with Section 9.2(a) of this Schedule 2 [Design and Construction Protocols]) may not be updated or otherwise changed unless BC Hydro, in its discretion, consents.

Project Co will deliver an updated Work Program and Schedule monthly to BC Hydro and the Independent Certifier and upon delivery the updated Work Program and Schedule (the **Updated Work Program and Schedule**) will be the Work Program and Schedule under this Schedule 2 [Design and Construction Protocols] in substitution for the previously issued Work Program and Schedule.

The Updated Work Program and Schedule will, at any time and from time to time during the Term, be in sufficient detail to permit BC Hydro to understand and monitor Project Co's progress with respect to all major Design and Construction activities.

If at any time BC Hydro does not agree with the proposed updates that may be required to the Work Program and Schedule then the disagreement may be referred to the Dispute Resolution Procedure.

9.3 Failure to Update Work Program and Schedule

If Project Co fails or refuses to deliver an Updated Work Program and Schedule as required under Section 9.1 of this Schedule 2 [Design and Construction Protocols], then such failure or refusal will be deemed to be a Project Co Material Breach.

10 FACILITY CONSTRUCTION WORKERS

10.1 Facility Construction Workers

Project Co will, at its cost, identify, attract and retain sufficient workers as required for the Design and Construction of the Facility. BC Hydro will not be responsible to provide any meals or accommodation or other services for such workers.

11 DELAYS AND ACCELERATION

11.1 Delay Costs

If, other than due to a Supervening Event, or a Change, Project Co fails to achieve Service Commencement by the Target Service Commencement Date, or with respect to the Construction of Phase 2 or the completed Facility, as applicable, fails to achieve the date described in Section 6.7(b) of this Schedule 2 [Design and Construction Protocols] for Phase 2 or fails to achieve the date described in Section 6.7(c) of this Schedule 2 [Design and Construction Protocols] for the completed Facility, then Project Co will reimburse BC Hydro for any additional out-of-pocket costs which BC Hydro reasonably incurs and evidences to Project Co because BC Hydro relied on the Target Service Commencement Date or Substantial Completion date as the case may be, which are in excess of the costs which BC Hydro would have incurred had Project Co achieved the identified date. Notwithstanding anything contained in this Agreement (including any Schedule), the liability of Project Co for failing to achieve Service Commencement by the Target Service Commencement Date, or to achieve Substantial Completion of either Phase 2 or the completed Facility, as applicable, by the dates described in Sections 6.7(b) or 6.7(c) of this Schedule 2 [Design and Construction Protocols], as applicable, will not exceed [REDACTED].

11.2 Acceleration to Advance Service Commencement

If at any time BC Hydro determines that it requires the Construction to proceed in advance of the Updated Work Program and Schedule then BC Hydro may give written notice to Project Co to provide BC Hydro with a written proposal to accelerate the Construction, including cost estimates and an estimate of the time saved. If BC Hydro acting reasonably decides to proceed with the acceleration then:

- (a) BC Hydro will notify Project Co in writing;
- (b) Project Co will implement the directed acceleration in accordance with its proposal;
- (c) BC Hydro will reimburse Project Co for costs that were described in Project Co's proposal and reasonably incurred by Project Co (but not for any other costs); and
- (d) if the acceleration involves a Change (other than to the Updated Work Program and Schedule) then such Change will be made in accordance with Schedule 12 [Changes].

12 **COMMISSIONING AND OPERATIONAL READINESS**

12.1 Testing and Commissioning

Project Co will, in accordance with the requirements of this Agreement, undertake the testing, commissioning and complete start-up of each Phase of the Facility generally as follows:

- (a) Commissioning and Application for Certificate of Service Commencement and Certificates of Substantial Completion: Project Co will perform Commissioning in accordance with the final Commissioning and Start-Up Plan as described in Section 12.2 of this Schedule 2 [Design and Construction Protocols], and will obtain:
 - (i) a Certificate of Service Commencement as described in Section 13.4(a) of this Schedule 2 [Design and Construction Protocols]; and
 - (ii) Certificates of Substantial Completion as described in Section 13.6 of this Schedule 2 [Design and Construction Protocols].
- (b) Correction of Defects: Project Co will correct each Defect as required by Section 13.7 of this Schedule 2 [Design and Construction Protocols].

12.2 Commissioning

Commissioning of Phase 1, Phase 2 and the completed Facility (the **Commissioning**) will start with the initial start-up of all equipment and systems in the applicable Phase or the completed Facility, as applicable, and end with the issuance of the Certificate of Service Commencement or the Certificate of Substantial Completion for Phase 2 and the completed Facility, as applicable, by the Independent Certifier. The parties will cooperate to prepare a written detailed plan (the **Commissioning and Start-Up Plan**) setting out all steps in Commissioning for each Phase, including the testing, commissioning and other activities Project Co intends to carry out to achieve Service Commencement for each Phase. No later than 40 Business Days prior to the commencement of Commissioning of each Phase, Project Co will deliver a draft of the Commissioning and Start-Up Plan to Hydro's Representative for Consent that includes:

- (a) a description of all the tests, and the sequence of the tests, including all acceptance tests required to achieve Service Commencement or Substantial Completion, as applicable, including tests to confirm that the kitchen facilities, recreation facilities, mechanical and electrical systems, HVAC systems and water and sewage facilities are all functioning as intended; and
- (b) supporting documentation, including as appropriate:
 - (i) design calculations and/or assumptions; and
 - (ii) manufacturer's specifications,

provided, however, that if Project Co is delivering Phase 1 and Phase 2 to the Interim Standard, the Commissioning and Start-Up Plan will contain such modifications as are necessary to reflect that Phase 1 and Phase 2 are being delivered to the Interim Standard.

Project Co will undertake the Commissioning of each Phase in accordance with the final Commissioning and Start-Up Plan as endorsed "Accepted", and will amend the final Commissioning and Start-Up Plan only with the approval of Hydro's Representative, acting reasonably.

13 SERVICE COMMENCEMENT

13.1 Service Commencement – Phase 1

Service Commencement will apply only to Phase 1. Phase 2 and the completed Facility will not require a Certificate of Service Commencement, provided, however, that if Phase 1 and Phase 2 are being delivered to the Interim Standard, then if any requirement of achieving Service Commencement as set out in subparagraphs (a) through (d) of the definition of “Service Commencement” is not delivered or achieved by the Service Commencement Date, then such requirements will be delivered or achieved as a precondition to the issuance of the Certificate of Substantial Completion for the Facility.

13.2 Advance Notice of Application for Certificate of Service Commencement and Inspections

Project Co will, at least 60 days (but no more than 90 days) before the Target Service Commencement Date:

- (a) deliver to the Independent Certifier and Hydro’s Representative:
 - (i) a description of all outstanding Design and Construction to be completed by Project Co to achieve Service Commencement; and
 - (ii) drafts of all the documents Project Co will be required to deliver as a condition of application for the Certificate of Service Commencement under Section 13.3 of this Schedule 2 [Design and Construction Protocols]; and
- (b) in consultation with Hydro’s Representative and the Independent Certifier inspect the Facility and prepare a preliminary list of the Defects for which Project Co will be required to deliver under Section 13.3 of this Schedule 2 [Design and Construction Protocols].

13.3 Conditions of Application for the Certificate of Service Commencement

As a condition of Project Co’s application for the Certificate of Service Commencement, Project Co will prepare and deliver to Hydro’s Representative and the Independent Certifier the following documents in form and content satisfactory to Hydro’s Representative and the Independent Certifier, acting reasonably:

- (a) a complete list of defects (each a “**Defect**”), prepared in consultation with Hydro’s Representative, that are apparent upon inspection of Phase 1 at that time;
- (b) all information, including records, manuals and plans, as described in Section 6.19 of this Schedule 2 [Design and Construction Protocols];
- (c) all Plans required by Schedule 21 [Services Protocols and Specifications] and Schedule 30 [BC Hydro Offices – Services Protocols and Specifications] including:
 - (i) the Annual Service Plan and the Annual Service Plan (BCHO) (for the 12 calendar month period following the Target Service Commencement Date);
 - (ii) the Environmental Protection Plan;
 - (iii) the Scheduled Maintenance Plan; and
 - (iv) the Maintenance, Repair and Utility Services Plan and the Maintenance, Repair and Utility Services Plan (BCHO).

13.4 Certificate of Service Commencement

Upon application by Project Co for the Certificate of Service Commencement for Phase 1:

- (a) if the Independent Certifier is satisfied that Project Co has achieved Service Commencement with respect to Phase 1, then the Independent Certifier will issue a certificate (the **Certificate of Service Commencement**); or
- (b) if the Independent Certifier determines that Service Commencement has not been achieved, the Independent Certifier will provide Project Co's and Hydro's Representative with the items that are required to be completed or revised in order to achieve Service Commencement.

A Certificate of Service Commencement issued by the Independent Certifier will be final and not referable to the Dispute Resolution Procedure or otherwise subject to Dispute between the parties. A Certificate of Service Commencement will be for the purpose only of the determination of the Service Commencement Date, and will not otherwise be interpreted to amend or alter either party's rights under this Agreement or to relieve either party of any of its obligations under this Agreement.

13.5 Condition of Achieving Substantial Completion

As a condition of Project Co's receiving a Certificate of Substantial Completion for Phase 2 and the completed Facility, Project Co will prepare and deliver to Hydro's Representative and the Independent Certifier the following documents in form and content satisfactory to Hydro's Representative and the Independent Certifier, acting reasonably:

- (a) a complete list of Defects, prepared in consultation with Hydro's Representative, that are apparent upon inspection of the Facility with respect to each of Phase 2 and the completed Facility at that time;
- (b) all information, including records, manuals and plans, as described in Section 6.19 of this Schedule 2 [Design and Construction Protocols]; and
- (c) with respect to the completed Facility only, written confirmation that Project Co has complied with the requirements of Part 3 of the BC Building Code, together with all related schedules, reports and submittals.

13.6 Substantial Completion of Phase 2 and the Completed Facility

A certificate (a "**Certificate of Substantial Completion**") will be issued for each of:

- (a) Phase 2 by an architect or the Independent Certifier certifying that all Construction required in connection with Phase 2 has been "substantially performed", as defined in the *Builders Lien Act* (British Columbia); and
- (b) the completed Facility by an architect or the Independent Certifier certifying that all Construction required in connection with completing the Facility has been "substantially performed", as defined in the *Builders Lien Act* (British Columbia),

in each case as if the Construction in connection with Phase 2 or the completed Facility was carried out as a separate contract (in each case "**Substantial Completion**"), provided, however, if Phase 1 and Phase 2 are being delivered to an Interim Standard, then with respect to the Certificate of Substantial Completion for Phase 2 and the completed Facility, the Certificate of Substantial Completion will be issued by the Independent Certifier certifying that Project Co has achieved Substantial Completion of Phase 2 and the completed Facility.

A Certificate of Substantial Completion issued by an architect or the Independent Certifier, as the case may be, will be final and not referable to the Dispute Resolution Procedure or otherwise subject to Dispute between the parties. A Certificate of Substantial Completion will be for the purpose only of the determination of Substantial Completion of Phase 2 or the completed Facility, as the case may be, and will not otherwise be interpreted to amend or alter either party's rights under this Agreement or to relieve either party of any of its obligations under this Agreement.

13.7 Correction of Defects

Upon issuance of the Certificate of Service Commencement and the Certificate of Substantial Completion for each of Phase 2 and the completed Facility, Project Co will proceed expeditiously to correct each Defect by the date that is 30 days after the Service Commencement Date or the date of Substantial Completion in respect of Phase 2 or the completed Facility, as applicable, or such later date as may be reasonably required to provide sufficient time to correct the Defect and that is agreed by BC Hydro, acting reasonably (each Defect having its own **'Defect Deadline'**). Nothing in Section 13 of this Schedule 2 [Design and Construction Protocols] limits Project Co's responsibilities for correction of Defects that are identified after the preparation of the list of Defects.

14 DECOMMISSIONING

14.1 Decommissioning

Project Co is responsible to undertake and complete the Decommissioning on or before the day which is 24 months following the Expiry Date.

14.2 Decommissioning Certificate

Project Co will, at least 60 days (but no more than 90 days) before Project Co anticipates completing the Decommissioning:

- (a) deliver to the Independent Certifier and Hydro's Representative a description of all outstanding Decommissioning activities to be completed by Project Co to complete Decommissioning; and
- (b) in consultation with Hydro's Representative and the Independent Certifier inspect the Worker Accommodation Area.

Upon application by Project Co for the Decommissioning Certificate:

- (c) if the Independent Certifier is satisfied that Project Co has fulfilled the requirements of Decommissioning, then the Independent Certifier will issue a Decommissioning Certificate; or
- (d) if the Independent Certifier determines that Project Co has not completed Decommissioning, then the Independent Certifier will provide Project Co's and Hydro's Representative with the items that are required to be completed in order to complete Decommissioning.

A Decommissioning Certificate issued by the Independent Certifier will be final and not referable to the Dispute Resolution Procedure or otherwise subject to Dispute between the parties. A Decommissioning Certificate will be for the purpose only of the determination of the date of Decommissioning, and will not otherwise be interpreted to amend or alter either party's rights under this Agreement or to relieve either party of any of its obligations under this Agreement.

15 SITE PREPARATION**15.1 Clearing and Grubbing**

Project Co is responsible to undertake and complete all clearing and grubbing of the Worker Accommodation Area in accordance with Schedule 6 [Specifications and Drawings] Part 10.

16 TRANSFER OF TITLE AND RISK OF LOSS**16.1 Transfer of Title**

Title and all other property rights in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Facility, including all consumables, products, materials, equipment, tools, supplies and other items, but not the risk of loss with respect to such tangible personal property, the risk of which will remain with Project Co until such time as specified in Section 16.2 of this Schedule 2 [Design and Construction Protocols] will pass to BC Hydro free and clear of all encumbrances at the earlier of the following:

- (a) the time, if any, when full payment (less holdbacks) is made by BC Hydro for specified tangible personal property; and
- (b) the time when the tangible personal property is delivered to the Worker Accommodation Area.

16.2 Risk of Loss

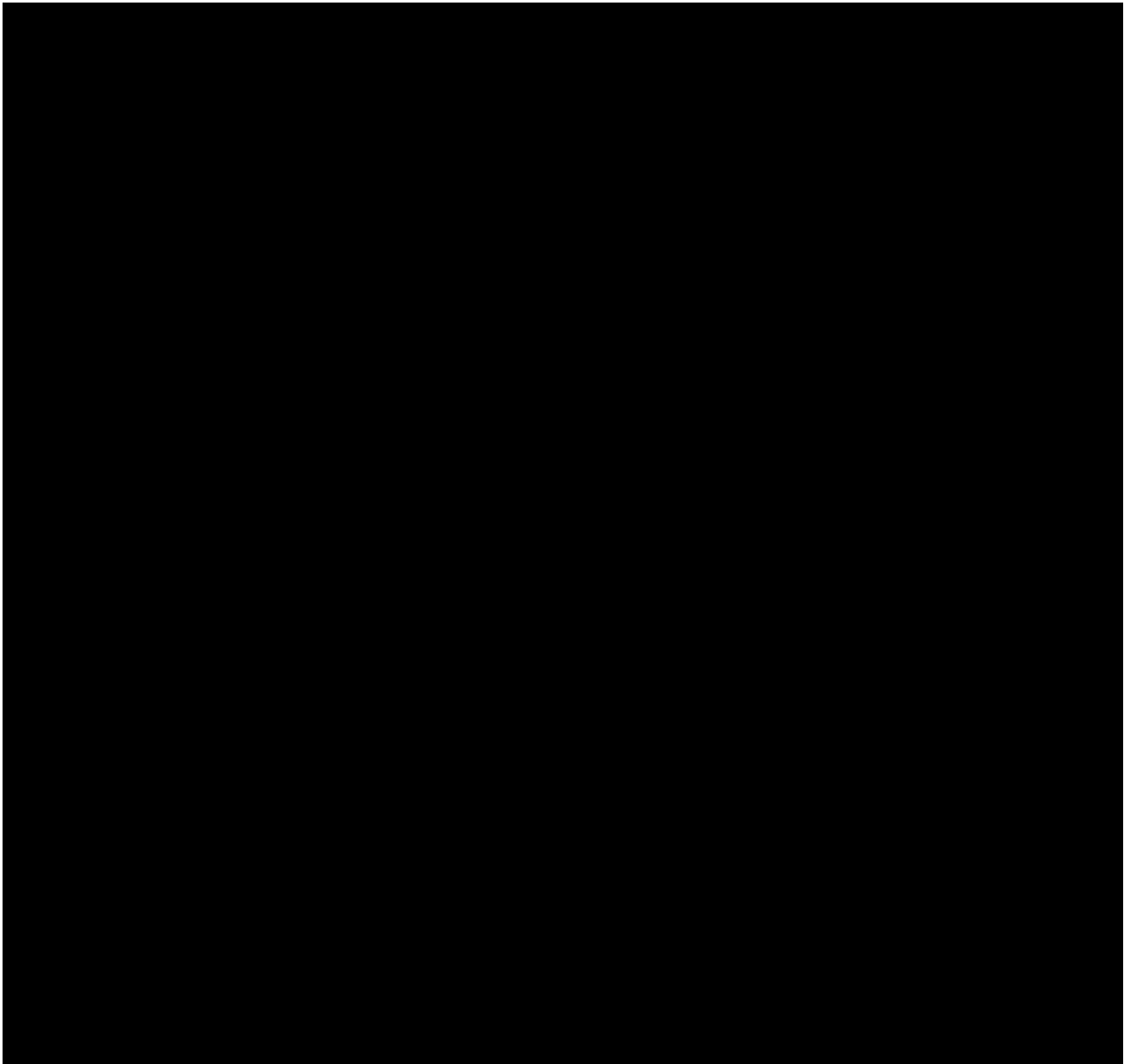
Notwithstanding the transfer of title pursuant to Section 16.1 of this Schedule 2 [Design and Construction Protocols], risk of loss with respect to the tangible personal property will remain with Project Co and will not transfer to BC Hydro unless expressly and specifically agreed to by the parties.

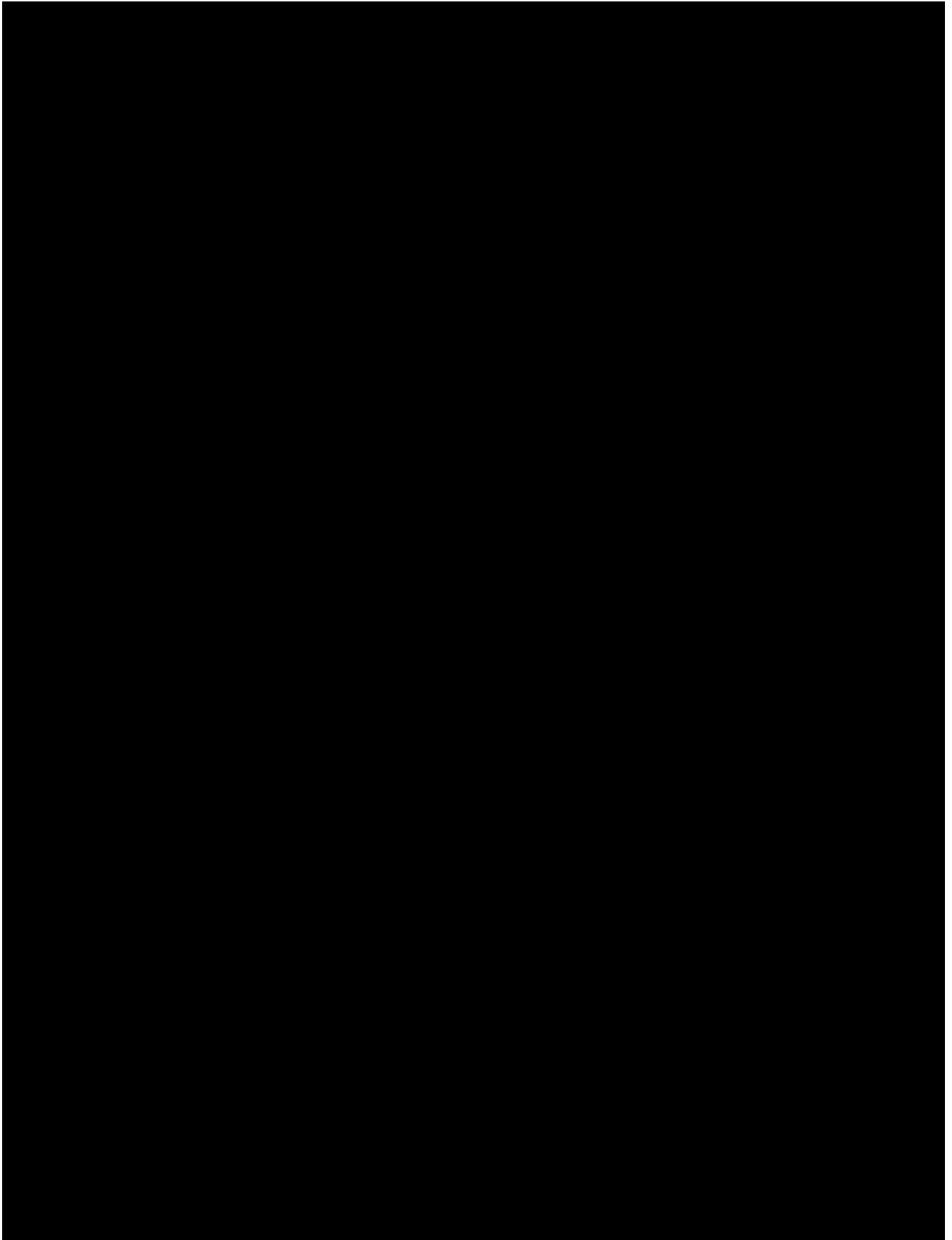
WORKER ACCOMMODATION PROJECT AGREEMENT

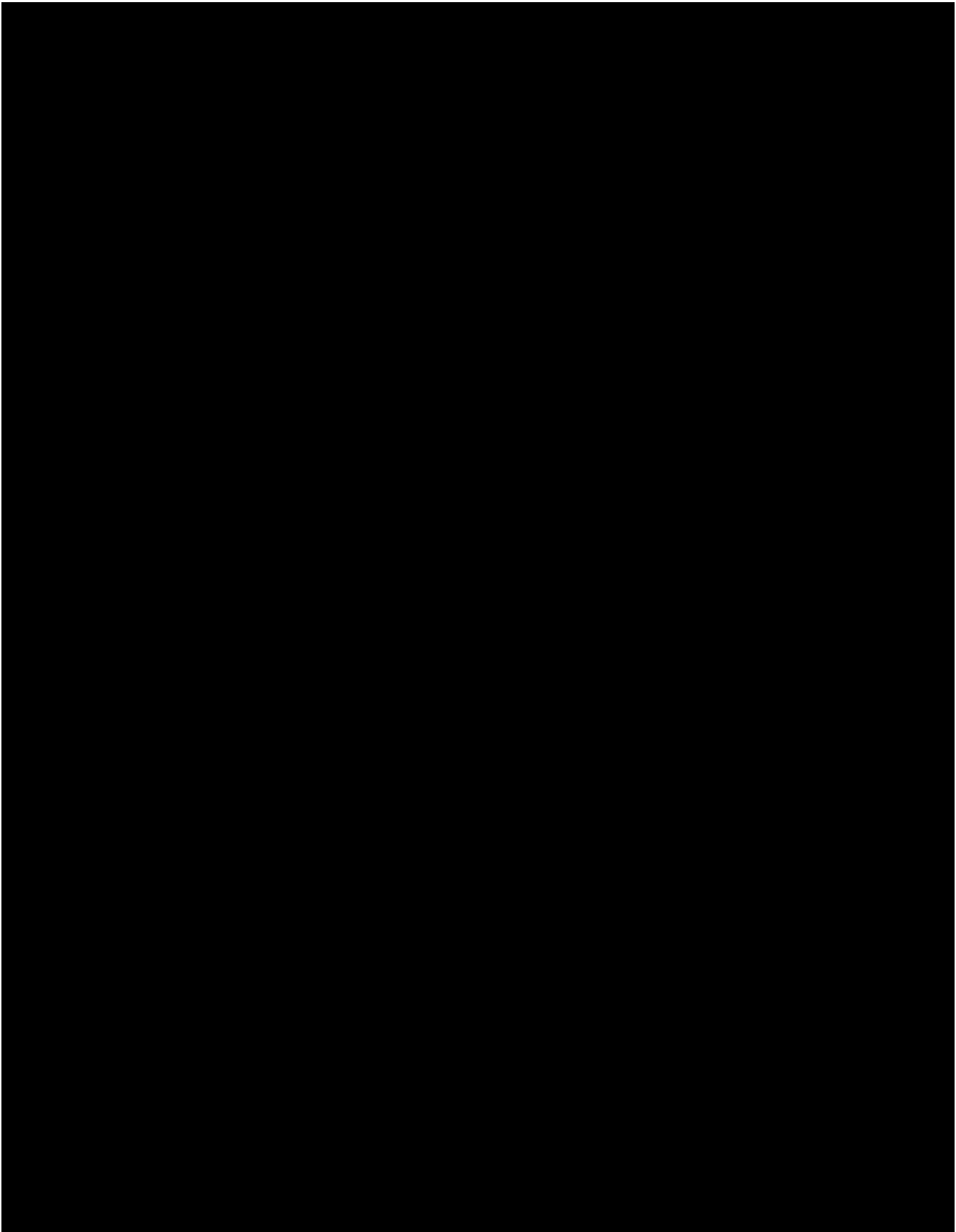
APPENDIX 2A

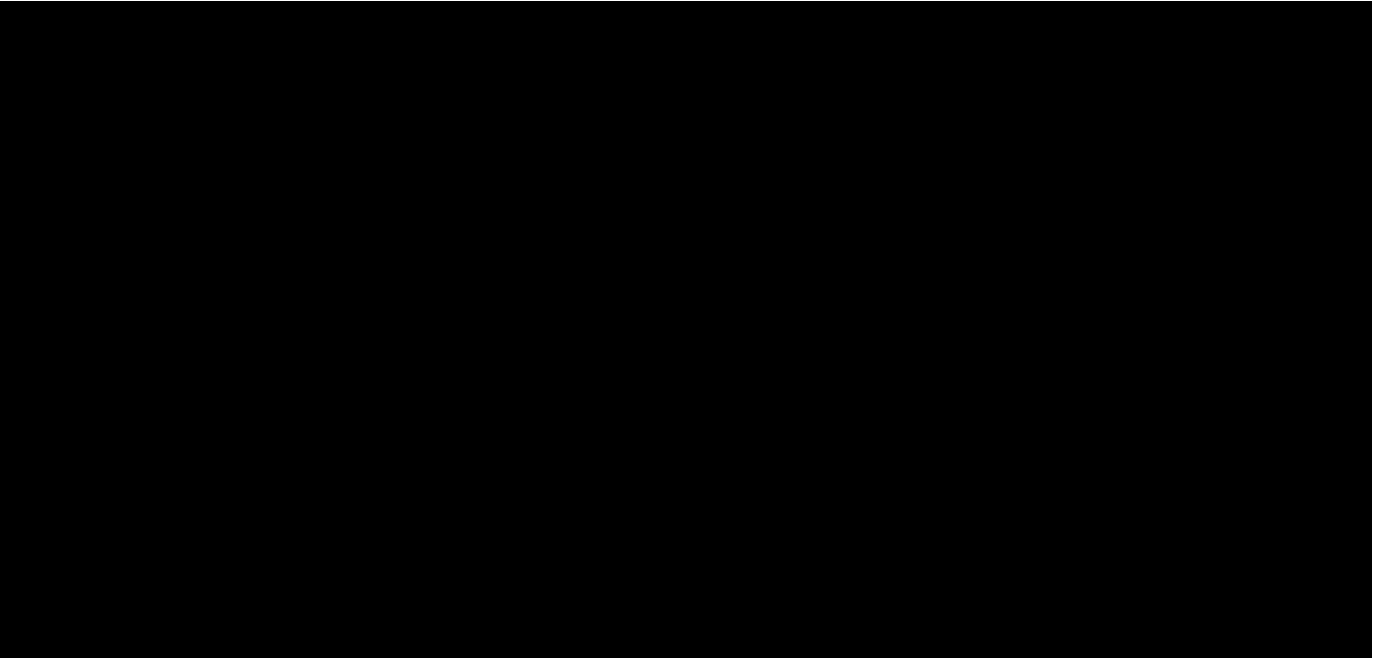
PROPOSAL EXTRACTS (DESIGN AND CONSTRUCTION)

The Proposal Extracts (Design and Construction) described below or attached to this Appendix 2A [Proposal Extracts (Design and Construction)], as applicable, are indicative of Project Co's approach to the Design and Construction of the Facility. Without limiting Section 3(d) of Schedule 1 [Definitions and Interpretation], the inclusion of specific details in the Proposal Extracts (Design and Construction) does not limit Project Co's obligations under the Agreement nor does it deem BC Hydro to have accepted any part of the Proposal Extracts (Design and Construction) as having satisfied any other provision in the Project Agreement applicable to Design or Construction.

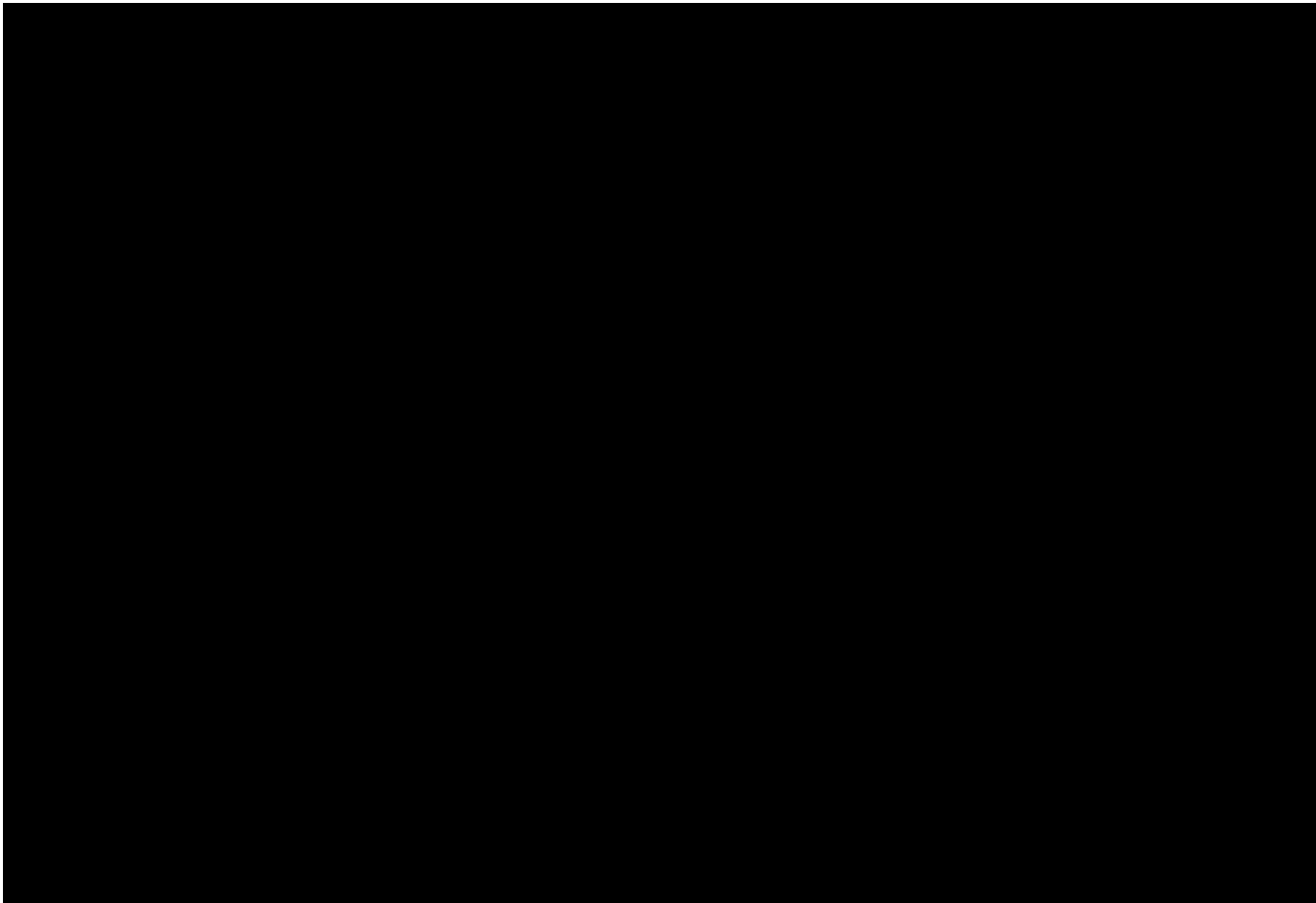


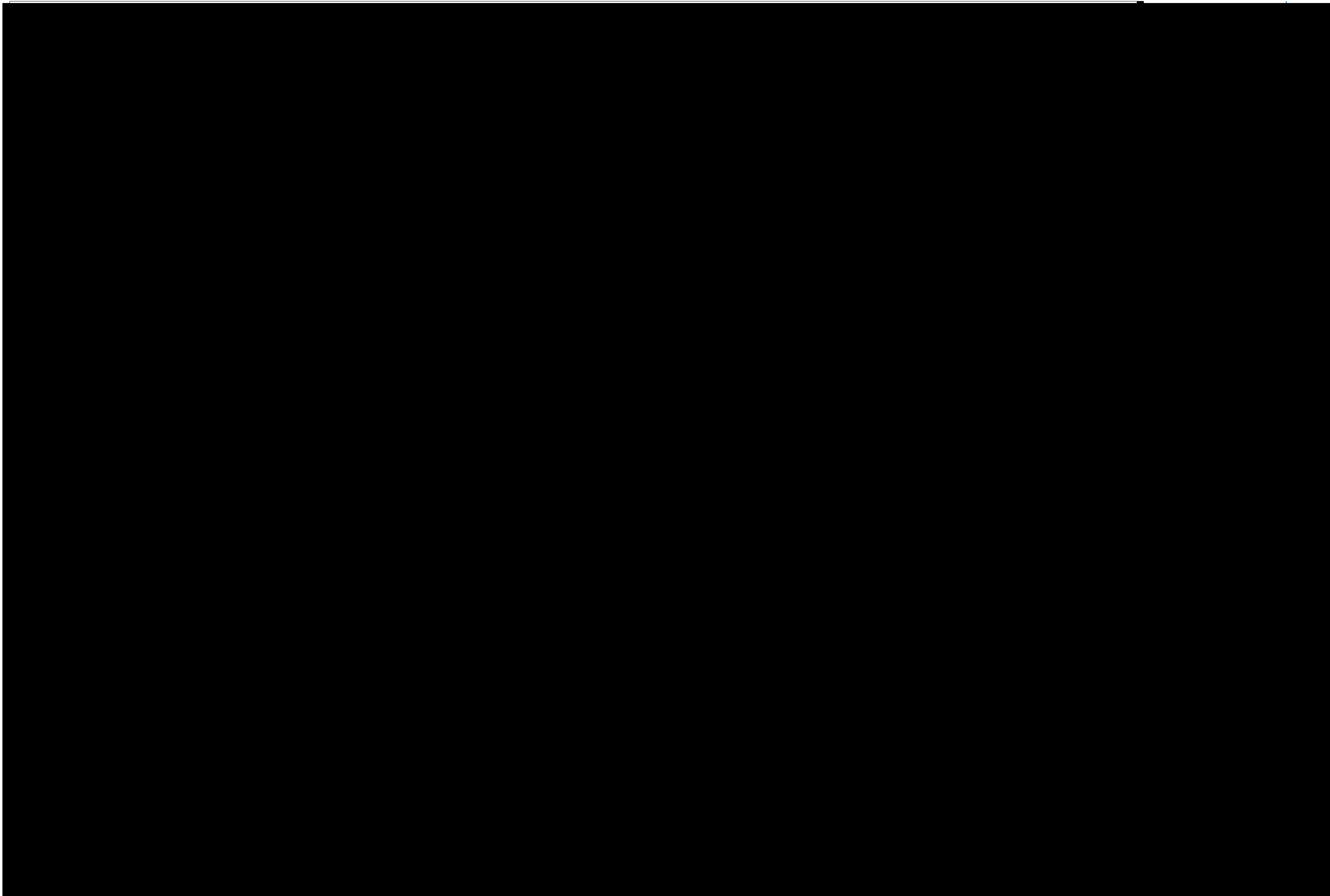






The drawings set out in the attached “Drawing List – Volume 1 of 2” and the attached “Drawing List – Volume 2 of 2” are included and will be deemed to be the Schematic Design Phase Documents.



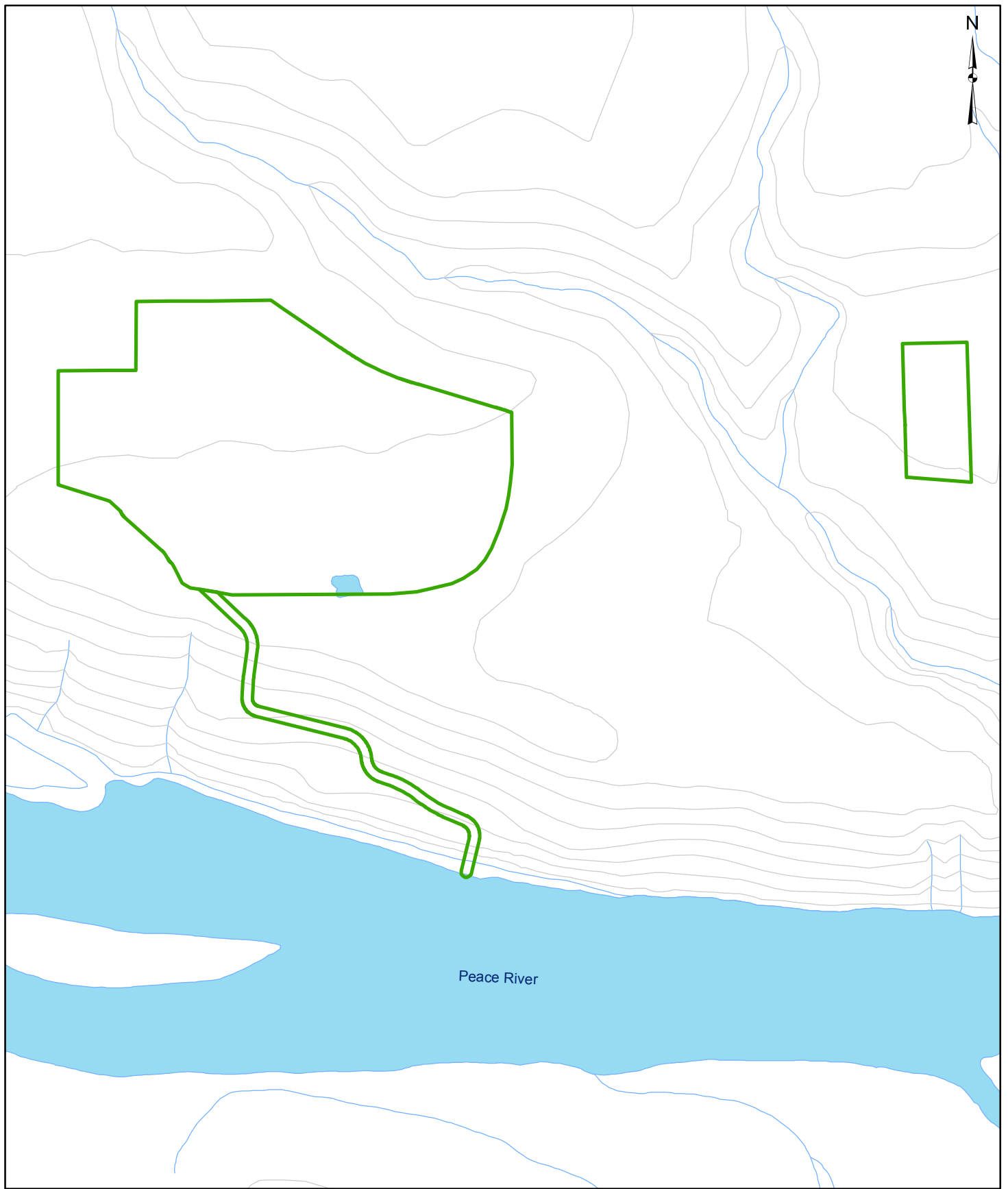


WORKER ACCOMMODATION PROJECT AGREEMENT

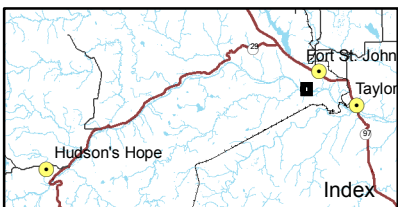
APPENDIX 2B

WORKER ACCOMMODATION AREA

(see attached)



Path: X:\accGIS\Projects\field_Work_Coordination\Prjme_Safety_Areas\ATCO_Project_Area_1016_C14_A7965.mxd



Legend
 Worker Accomodation Area

Map Notes:
 1. Datum: NAD83
 2. Projection: UTM Zone 10N
 3. Base Data: Province of B.C.

1:10,000 0 500 m



Appendix 2B - Worker Accomodation Area

| | | | |
|------|--------------------|----------------|-----|
| DATE | September 23, 2015 | 1016-C14-A7965 | R 0 |
|------|--------------------|----------------|-----|

WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 2C

PROJECT RELATED PERMITS

| Activity | Name of Permit or Authorization | Act | Issuing Agency | General Description of Permit/Authorization |
|--|--|---|--|---|
| Worker Accommodation Area Construction | Site Alteration Permit | <i>Heritage Conservation Act</i> (British Columbia) | Ministry of Forests, Lands and Natural Resource Operations (FLNRO) | Site Alteration Permit for all archeological site in the Worker Accommodation Area. The <i>Heritage Conservation Act</i> Alteration Permit for all archeological sites authorizes the removal of residual archaeological deposits once inspection and investigation are completed. BC Hydro is managing all archaeological surveys and any required alterations. |
| Potable Water Extraction Volume | Short Term Use Permit | <i>Water Act</i> (British Columbia) | FLNRO | Section 8 – Short Term Use permit – work camps and processing (this permit expires 2 years following issue). The <i>Water Act</i> Section 8 Short Term Use of Water Permit authorizes water extraction from the Peace River to provide potable water for worker accommodation. This would be a 2 year permit. Project Co remains responsible for long-term tenure related to water use. |
| Potable Water Extraction Construction | <i>Water Act</i> Section 9 Approved | <i>Water Act</i> (British Columbia) | FLNRO | Section 9 – Approval for Changes In and About a Stream – installation of the water supply pipe and infrastructure. The <i>Water Act</i> Section 9 Approval for Changes In and About a Stream authorizes the installation of the water supply pipe and infrastructure. |
| Potable Water Extraction Construction | <i>Navigation Protection Act</i> Authorization | <i>Navigation Protection Act</i> (Canada) | Transport Canada | Authorizations. The <i>Navigation Protection Act</i> authorizations authorizes the installation of the water supply pipe and infrastructure within the Peace River (a scheduled waterway under NPA where associated works that occur on, over, under or through the navigable waterway must be approved). |

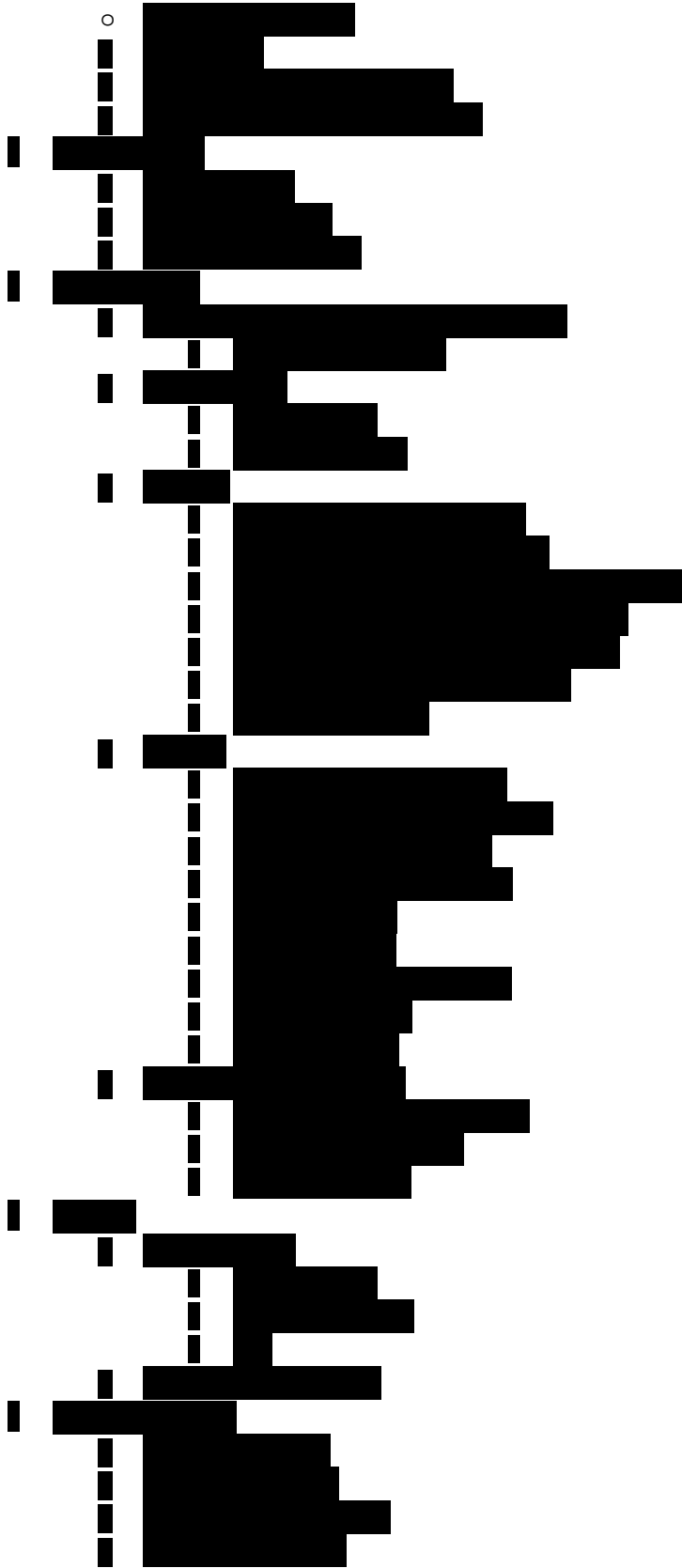
| Activity | Name of Permit or Authorization | Act | Issuing Agency | General Description of Permit/Authorization |
|---------------------------------------|------------------------------------|-------------------------------|------------------------------------|---|
| Potable Water Extraction Construction | <i>Fisheries Act</i> Authorization | <i>Fisheries Act</i> (Canada) | Department of Fisheries and Oceans | Authorizations. This <i>Fisheries Act</i> authorizations authorizes effects to fish and fish habitat based on the installation of the water supply pipe and infrastructure. BC Hydro will seek any required <i>Fisheries Act</i> Authorization for this work. |

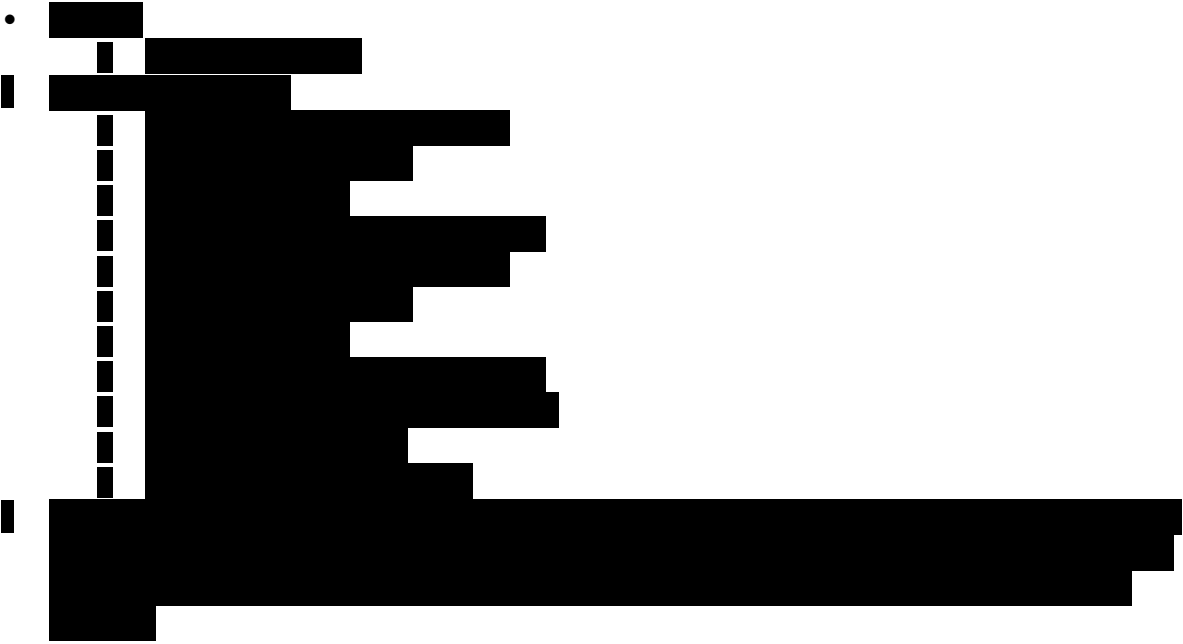
WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 2D

PHASE 1 CORE FUNCTIONS

The table contains approximately 10 rows and 3 columns. The first column contains a vertical dashed line. The second and third columns contain text that has been almost entirely redacted with black boxes. Only a few small fragments of text are visible within the redacted areas.





WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 2E

PHASE 1 EXCLUDED SERVICES



WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 2F

PHASE 2 CORE FUNCTIONS

The table contains approximately 10 rows and 3 columns. All text within the table is completely redacted with solid black boxes. The structure is as follows:

- Row 1: A single wide cell spanning all columns.
- Row 2: Three cells, with the middle cell being the widest.
- Row 3: Three cells, with the middle cell being the widest.
- Row 4: Three cells, with the middle cell being the widest.
- Row 5: Three cells, with the middle cell being the widest.
- Row 6: Three cells, with the middle cell being the widest.
- Row 7: Three cells, with the middle cell being the widest.
- Row 8: Three cells, with the middle cell being the widest.
- Row 9: Three cells, with the middle cell being the widest.
- Row 10: Three cells, with the middle cell being the widest.

WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 2G

PHASE 2 EXCLUDED SERVICES



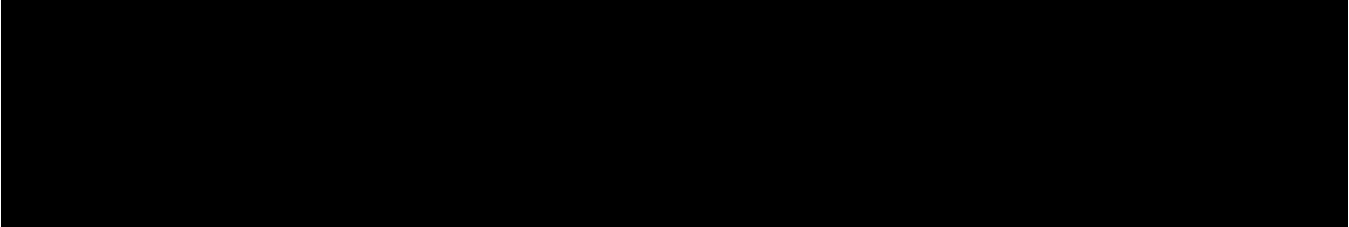
WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 2H

INTERIM MEDICAL CENTRE SPECIFICATIONS

The following information is provided to list the specifications for an interim medical centre. The interim centre must be located within the Worker Accommodation Area. These specifications are minimums. Where minimum sizes are not specified the component must be of sufficient size to meet the needs outlined in the component details.

Minimum Components



General Specifications

- 1) Minimum facility size: 78 square metres
- 2) All finishes including the floors, wall and ceilings must be easy to clean and non-porous.
- 3) The exam rooms, break/storage room, office/charting room and the admin area must have wired high speed internet available
- 4) Non-slip flooring appropriate for wet, snowy and muddy conditions
- 5) Heating and cooling systems sufficient for local weather
- 6) All rooms must have their own light switches
- 7) The construction of each component must prevent voices carrying outside the room
- 8) All rooms must have household trash receptacles

Entrance Specifications

- 1) Exterior ramp to entrance if not at ground level
- 2) There will be at least four parking spaces directly adjacent to the entrance
- 3) Exterior light at the entrance
- 4) The entrance will have a weather appropriate vestibule with doors on each side of the vestibule
- 5) The entrance will be lockable

Specifications that can be provided in any area

These specifications, unless otherwise noted, must be provided, however they may be located anywhere in the facility in existing components or as additional components (e.g. locating the storage cabinet for patient records may be in the consultation/charting room or adding a janitor's closet for cleaning supplies and garbage).

- 1) Storage for Project Co cleaning supplies and general trash collection.
- 2) Biohazard trash collection container
- 3) Soiled linen container
- 4) Laundry facilities, if laundry is not provided in the interim facility, it must be made available at an alternate location by Project Co
- 5) Storage for clean medical supplies, linens and equipment
- 6) Small refrigerator for pharmaceutical storage with monitoring system, if required
- 7) Securable cabinet meeting applicable regulations for the storage of pharmaceuticals
- 8) Securable cabinet meeting applicable regulations for the storage of patient records
- 9) Staff break area separate from the waiting area with seating and a table sufficient for 4 staff and associated kitchen appliances including a coffee pot, microwave and small refrigerator

Worker Accommodation Project Agreement – Appendix 2H
[Interim Standard Medical Centre Specifications]

- 10) Securable staff lockers

Component Details:

Exam Rooms

Each examination room must include the following:

- 1) Storage cabinets
- 2) Hand wash sink with hot and cold water supply
- 3) Counter top
- 4) Examination table / bed with linens if appropriate
- 5) Examination light
- 6) Hazardous waste container
- 7) Adjustable physician's stool with wheels
- 8) Clock
- 9) Phone

Restroom

The restroom must include the following:

- 1) Sink with hot and cold water
- 2) Grab bars
- 3) All standard restroom fixtures (e.g. mirror, soap dispenser, etc.)
- 4) Sufficient space for a person to assist movement of a patient in the restroom

Office / Admin Area

The waiting/administration area must include the following:

- 1) Patient seating in the waiting area (5 chairs)
- 2) Administration desk, filing cabinet, chair which should be arranged so visual contact with the waiting area is maintained but work surfaces are not easily seen from the waiting area.
- 3) Printer/copy/fax machine
- 4) Clock
- 5) Hand sanitizer station
- 6) Phone
- 7) Computer monitor, keyboard and mouse

Office/Charting Room

The consultation/charting room must include the following:

- 1) One charting station with desk space, internet access, computer monitor and keyboard and mouse
- 2) Three chairs with small table, one chair can be shared with the charting station
- 3) Clock
- 4) Phone

WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 2I

SHAREPOINT TECHNICAL REQUIREMENTS FOR CONTRACTORS

Notwithstanding that this Appendix 2I [SharePoint Technical Requirements for Contractors] is attached to Schedule 2 [Design and Construction Protocols], this Appendix 2I [SharePoint Technical Requirements for Contractors] will apply from the Effective Date until the Termination Date.

1 TECHNICAL REQUIREMENTS

Project Co should have Internet Explorer 11, 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, Project Co 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: TRL01-[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: TRL01-[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 : |

Worker Accommodation Project Agreement – Appendix 2I
[SharePoint Technical Requirements for Contractors]

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-I [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 Project Co 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.