

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 4

WORK PROGRAM AND SCHEDULE

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WORKER ACCOMMODATION PROJECT AGREEMENT

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]:

“**Work Program and Schedule**” has the meaning set out in Section 3.1 of this Schedule 4 [Work Program and Schedule].

2 SUBMITTALS

2.2 Submittal Summary

For convenience of reference only, the following table is a summary of the documents and deliverables required to be submitted by Project Co under this Schedule 4 [Work Program and Schedule] and the corresponding submission times. (If there is any inconsistency or omission in this table as compared to other provisions of this Schedule 4 [Work Program and Schedule] then the other provisions of this Schedule 4 [Work Program and Schedule] will govern.)

| Deliverable Name | Due Date | Section Reference | Procedure |
|---------------------------|----------------------------|-------------------|-----------|
| Work Program and Schedule | 30 days after Closing Date | 3.1 | Review |

3 WORK PROGRAM AND SCHEDULE

3.1 Work Program and Schedule

Project Co will within thirty days of the Closing Date, or by such later date as Hydro’s Representative may agree to in writing, prepare and submit to Hydro’s Representative, for Review, a revised and expanded work schedule (the “**Work Program and Schedule**”), satisfactory to Hydro’s Representative, acting reasonably, utilizing Primavera software and that is based on the attached Appendix 4B [Work Program and Schedule] and complies with the milestone dates set out in this Agreement and Appendix 4A [BC Hydro Project Schedule], and that, at a minimum includes:

- (a) key milestone events, including key dates for decisions;
- (b) critical path(s) for the following:
 - (i) the Design, Construction and Services as a whole;
 - (ii) each of the major element of the Design, Construction and Services so as to comply with Section 3.2(a) of this Schedule 4 [Work Program and Schedule];
 - (iii) testing and commissioning; and
 - (iv) longest path to the Service Commencement and Substantial Completion of each of Phase 2 and the completed Facility;

- (c) the key BC Hydro review points, including inspections, “holdpoints”, witness points, and any steps that will be subject to Review or Consent;
- (d) the anticipated steps as called for under Schedule 5 [Submittals Procedure] including main Design Submittals;
- (e) the procurement, delivery, construction and services schedules for all material portions of the Construction and Services that will be performed by Subcontractors;
- (f) the resource (labour and equipment) requirement for construction at the Worker Accommodation Area including all Subcontractors;
- (g) a resource histogram for the total performance of the Design, Construction and Services at the Worker Accommodation Area, showing weekly and monthly requirements;
- (h) milestone payments as provided by this Agreement; and
- (i) anticipated Project Co cash flow throughout the performance of the Design, Construction and Services.

3.2 Standard for Work Program and Schedule

The Work Program and Schedule will:

- (a) be prepared in sufficient detail to enable Hydro’s Representative to monitor the progress of all elements and aspects of the Design and Construction, including:
 - (i) all Design activities related to the Facility; and
 - (ii) all Construction activities at the Worker Accommodation Area;
- (b) be prepared in accordance with Good Industry Practice for a worker accommodation project similar to the work involved in the Design and Construction of the Facility:
 - (i) will not include loose-end activities;
 - (ii) will not include activities with negative float; and
 - (iii) will not include unjustified constraints.

3.3 Project Co’s Scheduling Capacity and Expertise

Project Co will, as part of the Design and Construction, provide a scheduler(s) who have scheduling experience with Primavera P6 software and experience in large complex projects similar to the Facility.

The scheduler will be available during normal business hours to provide BC Hydro with schedules and schedule updates in accordance with the requirements of this Agreement.

3.4 Monthly Progress Updates

Project Co will within 3 Business Days of the first day of each calendar month, during the performance of the Design and Construction, or more frequently as reasonably required for BC Hydro to monitor the progress of the Design and Construction as described in Section 3.1 of this Schedule 4 [Work Program and Schedule], deliver an updated Work Program and Schedule to Hydro’s Representative describing the actual progress of the Design and Construction current to the last day of the previous calendar month.

Project Co will develop the updates to the Work Program and Schedule using critical path methodology, in PDF format, backed up by Primavera P6 software.

The updated Work Program and Schedule as required by this Section will be delivered for Review.

3.5 Worker Accommodation Area - Work Look-Ahead Schedules

Project Co will within 30 days of the Closing Date, and thereafter every calendar week until the Substantial Completion of the completed Facility, deliver to Hydro's Representative a short term look-ahead schedule describing the planned Construction that Project Co will perform in next-occurring three-week period.

Project Co will develop and maintain a detailed three week look ahead schedule showing all aspects of the Construction including the status of Submittals. This three week look ahead schedule will be updated and provided to Hydro's Representative on a weekly basis. The three week look ahead schedule will show Project Co's planned construction activities for the succeeding three weeks 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 Construction;
- (e) safety activities, such as critical lifts, hazardous materials testing; and
- (f) environmental activities, such as in-river works, permitting activities.

3.6 Additional Schedule Information

Project Co will, from time to time during the performance of the Design and Construction, and as part of the Design and Construction at no additional cost to BC Hydro, provide detailed additional schedule information relating to the Design and Construction as BC Hydro may reasonably require to be able to monitor the performance and progress of the Design and Construction Services to the standard as described in Section 3.2 of this Schedule 4 [Work Program and Schedule].

4 PERFORMANCE OF THE WORK

4.1 Perform Work According to Work Program and Schedule

Project Co will:

- (a) commence the performance of the Design and Construction promptly following the Effective Date;
- (b) perform the Design and Construction:
 - (i) diligently without delay or interruption to meet or precede the milestone dates set out in Appendix 4A [BC Hydro Project Schedule]; and

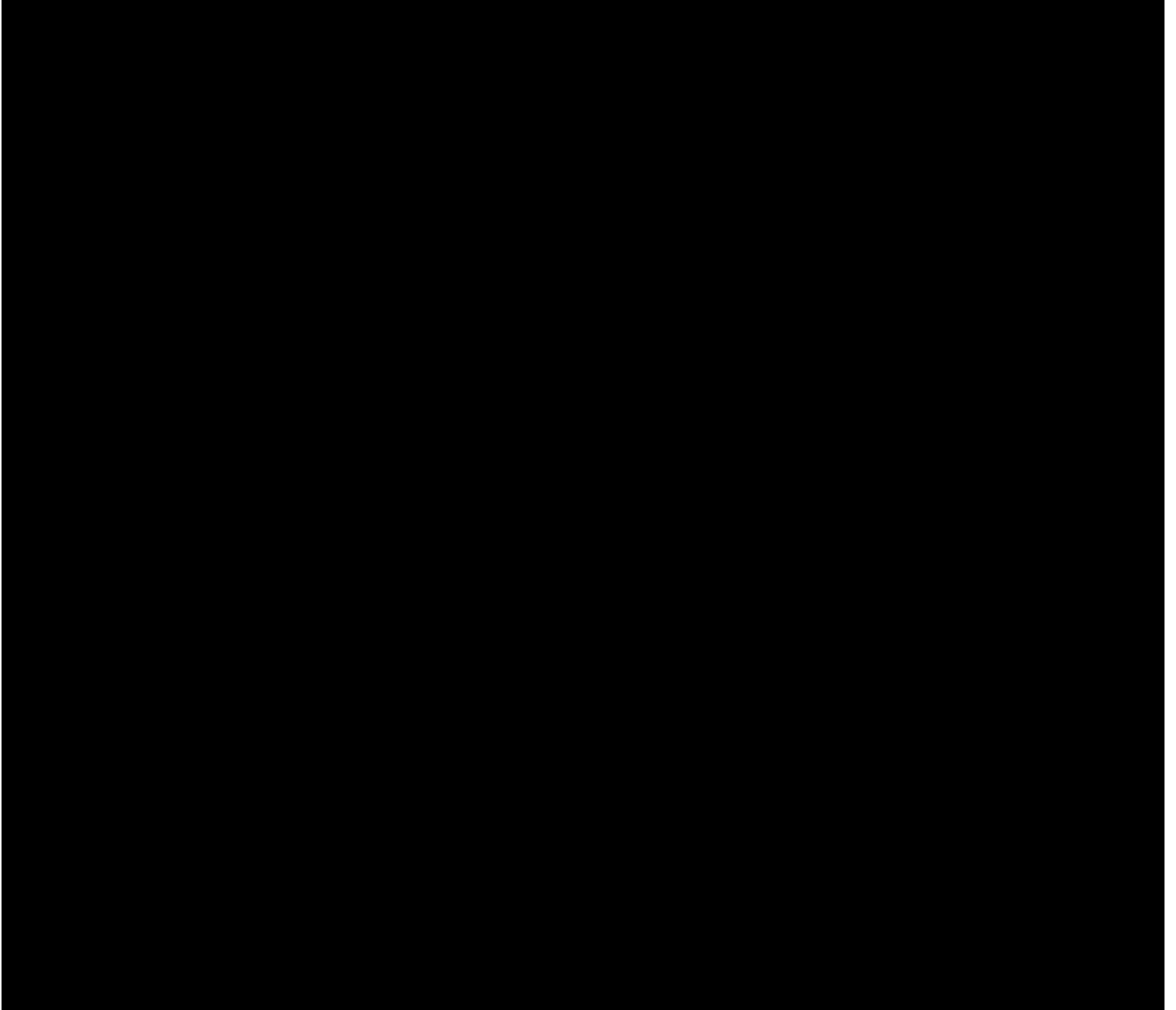
- (ii) in material conformity with the Work Program and Schedule, as may be updated from time to time in accordance with this Schedule 4 [Work Program and Schedule]. If, for any reason, the performance of the Construction falls behind the schedule for the Construction set out in the then current Work Program and Schedule, then:
- (A) if, in accordance with this Agreement, the delay entitles Project Co to an extension of the time for the performance of the Construction, then Project Co will, as part of the Construction, include such extension in the next update to the Work Program and Schedule as provided under Sections 3.4 and 3.5 of this Schedule 4 [Work Program and Schedule]; or
 - (B) if, in accordance with this Agreement, the delay does not entitle Project Co to an extension of the time for the performance of the Construction, then Project Co will, as part of the Construction, take all such steps as are required to bring the Construction back into conformity with the then current Work Program and Schedule.

Failure to comply with the requirements of this Section 4.1 of this Schedule 4[Work Program and Schedule] will be deemed to be a default under this Agreement.

WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 4A

BC HYDRO PROJECT SCHEDULE



Notes:

1. Worker Accommodation Area handover condition will be as of the date of access to Worker Accommodation Area for Construction (12.1 above) and Project Co is responsible for clearing and grubbing as set out in Schedule 6 [Specifications and Drawings] Part 10.
2. Access to the Site for construction purposes by others via 269 road must remain unobstructed for year 1 and 2 of construction with limited access allowed thereafter.
3. Access to the Worker Accommodation Area may be provided in advance for specific purposes identified in the Limited Notice to Proceed. Actual date that access for Construction is granted will be determined based on Project Co satisfying any requirements for accessing the Area.

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APPENDIX 4B

WORK PROGRAM AND SCHEDULE

(see attached)

