

SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

SCHEDULE 3

ROLES AND REPRESENTATIVES

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1 INTERPRETATION

1.1 Definitions

In this Schedule 3 [Roles and Representatives], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Contractor’s Representative**” has the meaning set out in Section 3.1 of this Schedule 3 [Roles and Representatives]; and

“**Hydro’s Representative**” has the meaning set out in Section 2.1 of this Schedule 3 [Roles and Representatives].

2 HYDRO’S REPRESENTATIVE

2.1 Appointment of Hydro’s Representative

BC Hydro will appoint an individual (“**Hydro’s Representative**”) to be BC Hydro’s single point of contact with respect to the Contract. BC Hydro will give prompt written notice of such appointment to the Contractor. If, for any reason, the appointed Hydro’s Representative’s appointment is discontinued, then BC Hydro will, as soon as practicable, appoint a replacement and give prompt written notice to the Contractor of such replacement. If, at any time, the Contractor’s Representative, acting reasonably, objects to Hydro’s Representative, then BC Hydro will give consideration to replacing Hydro’s Representative with a Person acceptable to the Contractor’s Representative. Hydro’s Representative may, at BC Hydro’s election, be an employee of BC Hydro, or be a consultant or other third party.

2.2 Authority of Hydro’s Representative

Hydro’s Representative will have authority to act on behalf of BC Hydro only to the extent expressly set out in the Contract Documents, including as described in Section 2.4 of this Schedule 3 [Roles and Representatives], but otherwise Hydro’s Representative will not have the authority to execute or agree to any amendments to the Contract or to waive any of BC Hydro’s rights under the Contract. Hydro’s Representative’s authority, as set out in the Contract Documents, will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract Documents, and Hydro’s Representative will not be responsible for or have control of the performance of the Work. Hydro’s Representative will not be responsible for or have control over the acts or omissions of the Contractor or other Persons engaged by or through them.

2.3 Delegation of Hydro’s Representative’s Authority

Hydro’s Representative may, by written notice to the Contractor with details of the nature and extent of the delegation, delegate to others some or all of Hydro’s Representative’s authority under the Contract.

2.4 Role of Hydro’s Representative

2.4.1 The role of Hydro’s Representative will be to:

(a) provide administration of the Contract as described in the Contract Documents;

- (b) provide the Contractor with additional instructions in the form of specifications, drawings, samples, models or other written instructions, to supplement the previously issued Contract Documents, as may be necessary for the performance of the Work;
- (c) without derogating from or negating any of Hydro's Representative's other obligations set out in the Contract Documents, act as BC Hydro's representative and agent to protect BC Hydro's interests under the Contract;
- (d) make all commercially reasonable efforts to respond promptly to the Contractor's requests for additional instructions, and, if it becomes apparent that a number of additional instructions will be required, then cooperate with the Contractor to establish a schedule for the issuance of such additional instructions;
- (e) in accordance with the requirements of the Contract Documents, review and take appropriate action upon receiving Submittals, including:
 - (i) shop drawings, product data and samples; and
 - (ii) written guarantees, warranties and manuals to be provided by the Contractor;
- (f) except as expressly set out otherwise in the Contract Documents, when required, set out or cause to be set out survey monuments or control points at the Site, sufficient to enable the Contractor to determine the required lines and grades for the performance of the Work;
- (g) prepare, sign and issue Preliminary Change Instructions, Change Orders and Change Directives in accordance with the requirements of Schedule 12 [Changes];
- (h) review supporting documentation as required to determine the amounts owing to the Contractor under the Contract and perform the tasks relating to payment as required by the Contract Documents, including Schedule 11 [Prices and Payment];
- (i) perform inspections of the Work and the performance of the Work; and
- (j) undertake all other duties of Hydro's Representative as described in the Contract Documents.

2.5 Contract Interpretation

- (a) Hydro's Representative will be, in the first instance, the interpreter of the Contract Documents and the judge of the performance of BC Hydro and the Contractor. Hydro's Representative's interpretations and judgments will be consistent with the Contract Documents and, in making such interpretations and judgments, Hydro's Representative will not show partiality to either party. With respect to interpretation of the Contract Documents:
 - (i) either party may, at any time, by written request, refer any question relating to the Contract, including questions regarding claims relating to the performance of the Work or questions regarding the interpretation of the Contract Documents, to Hydro's Representative for a written interpretation;
 - (ii) Hydro's Representative will, within ten days of a written request, or such other period of time (longer or shorter) as reasonably required in the circumstances, deliver a written interpretation to each of BC Hydro and the Contractor's Representative; and
 - (iii) if a party disputes an interpretation of Hydro's Representative, then the disputing party may deliver a Dispute Notice to have the matter dealt with as a Dispute pursuant to Schedule 14 [Dispute Resolution Procedure].

- (b) The Contractor will proceed with the performance of the Work without delay in accordance with any written direction, instruction or decision given by Hydro's Representative with respect to a requested interpretation, without prejudice to the Contractor's rights to dispute the interpretation or the written direction, instruction or decision, pursuant to Section 2.5(a)(iii) of this Schedule 3 [Roles and Representatives].

3 CONTRACTOR'S REPRESENTATIVE AND KEY INDIVIDUALS

3.1 Appointment of Contractor's Representative

The Contractor will, upon executing the Agreement, designate in writing an individual (the "**Contractor's Representative**") to be the Contractor's representative and single point of contact with respect to the Contract. The Contractor will give prompt written notice of such appointment to Hydro's Representative. If, for any reason, the appointed Contractor's Representative's appointment is discontinued, then the Contractor will, as soon as practicable, appoint a replacement and give prompt written notice to Hydro's Representative of such replacement. If, at any time, Hydro's Representative, acting reasonably, objects to the Contractor's Representative, then the Contractor will give consideration to replacing the Contractor's Representative with a Person acceptable to Hydro's Representative. The Contractor's Representative may, at the Contractor's election, be an employee of the Contractor, or be a consultant or other third party.

3.2 Authority of Contractor's Representative

The Contractor's Representative will have full authority to act on behalf of and bind the Contractor under the Contract and be the Contractor's Representative and agent to protect the Contractor's interests under the Contract. The Contractor's Representative may consult with other representatives of the Contractor before giving any response, direction or consent as may be required under the Contract.

3.3 Delegation of Contractor's Representative's Authority

The Contractor's Representative may, by written notice to Hydro's Representative with details of the nature and extent of the delegation, delegate to others some or all of the Contractor's Representative's authority under the Contract.

3.4 Key Individuals

- (a) The Contractor represents to BC Hydro that, as at the Effective Date, the persons identified in [REDACTED] are the Key Individuals for the Work, with the following substitutions:

- (i) [REDACTED]; and
 (ii) [REDACTED].

- (b) With respect to the Key Individuals:

- (i) the Contractor will provide the Key Individuals;
- (ii) the Contractor will ensure that the Key Individuals will be available to provide the commitment specified in respect of Key Individuals and will give the performance of the Work sufficient priority over other work, tasks and assignments that they may otherwise have assigned to them in order to ensure performance of the Work in compliance with the Contract;

- (iii) none of the Key Individuals will be changed without Hydro's Representative's prior written consent, not to be unreasonably withheld but which consent may be subject to the Contractor satisfying Hydro's Representative, acting reasonably, that the proposed replacement personnel have comparable or superior qualifications and experience to the personnel whom they are proposed to replace; and
- (iv) any changes to Key Individuals made pursuant to Section 3.4(b)(iii) of this Schedule 3 [Roles and Representatives] will be at no extra cost or expense to BC Hydro.