

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 3

ROLES AND REPRESENTATIVES

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WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 3

ROLES AND REPRESENTATIVES

1 INTERPRETATION

1.1 Definitions

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

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

“**Project Co’s Representative**” has the meaning set out in Section 3.1 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 this Agreement. BC Hydro will give prompt written notice of such appointment to Project Co. 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 Project Co of such replacement. If, at any time, Project Co’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 Project Co’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 this Agreement, 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 this Agreement or to waive any of BC Hydro’s rights under this Agreement. Hydro’s Representative’s authority, as set out in this Agreement, will not relieve Project Co of any of its duties, obligations or responsibilities under this Agreement to perform the Design, Construction and Services in accordance with the requirements of this Agreement, and Hydro’s Representative will not be responsible for or have control of the performance of the Design, Construction or Services. Hydro’s Representative will not be responsible for or have control over the acts or omissions of Project Co 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 Project Co with details of the nature and extent of the delegation, delegate to others some or all of Hydro’s Representative’s authority under this Agreement.

2.4 Role of Hydro’s Representative

The role of Hydro’s Representative will be to:

- (a) provide administration of this Agreement as described in this Agreement;

- (b) provide Project Co 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 Design, Construction and Services;
- (c) without derogating from or negating any of Hydro's Representative's other obligations set out in this Agreement, act as Hydro's representative and agent to protect BC Hydro's interests under this Agreement;
- (d) make all commercially reasonable efforts to respond promptly to Project Co's requests for additional instructions, and, if it becomes apparent that a number of additional instructions will be required, then cooperate with Project Co to establish a schedule for the issuance of such additional instructions;
- (e) in accordance with the requirements of this Agreement, 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 Project Co;
- (f) except as expressly set out otherwise in this Agreement, when required, set out or cause to be set out survey monuments or control points at the Site, sufficient to enable Project Co to determine the required lines and grades for the performance of the Design, Construction and Services;
- (g) prepare, sign and issue Preliminary Change Instructions, Change Orders, a direction for Minor Works and Change Directives in accordance with the requirements of Schedule 12 [Changes];
- (h) review supporting documentation as required to determine the amounts owing to Project Co under this Agreement and perform the tasks relating to payment as required by this Agreement, including Schedule 11 [Prices, Payment and Security];
- (i) perform inspections of the Design, Construction and Services and the performance of the Design, Construction and Services; and
- (j) undertake all other duties of Hydro's Representative as described in this Agreement.

2.5 Contract Interpretation

- (a) Hydro's Representative will be, in the first instance, the interpreter of this Agreement and the judge of the performance of BC Hydro and Project Co. Hydro's Representative's interpretations and judgments will be consistent with this Agreement and, in making such interpretations and judgments, Hydro's Representative will not show partiality to either party. With respect to interpretation of this Agreement:
 - (i) either party may, at any time, by written request, refer any question relating to this Agreement, including questions regarding claims relating to the performance of the Design, Construction or Services or questions regarding the interpretation of this Agreement, 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 Project Co'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) Project Co will proceed with the performance of the Design, Construction and Services 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 Project Co'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 PROJECT CO'S REPRESENTATIVE AND KEY INDIVIDUALS

3.1 Appointment of Project Co's Representative

Project Co will, upon executing the Agreement, designate in writing an individual (the **Project Co's Representative**) to be Project Co's representative and single point of contact with respect to this Agreement. Project Co will give prompt written notice of such appointment to Hydro's Representative for Consent under Schedule 5 [Submittals Procedure]. If, for any reason, the appointed Project Co's Representative's appointment is discontinued, then Project Co 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 Project Co's Representative, then Project Co will give consideration to replacing Project Co's Representative with a Person acceptable to Hydro's Representative. Project Co's Representative may, at Project Co's election, be an employee of Project Co, or be a consultant or other third party.

3.2 Authority of Project Co's Representative

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

3.3 Delegation of Project Co's Representative's Authority

Project Co'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 Project Co's Representative's authority under this Agreement.

3.4 Key Individuals

- (a) Project Co represents to BC Hydro that the Key Individuals for the Design, Construction and Services as at the Effective Date will be the individuals set forth in Appendix 3A [Key Individuals].
- (b) With respect to the Key Individuals:
 - (i) Project Co will provide the Key Individuals;
 - (ii) Project Co 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 Design, Construction or Services, as applicable, sufficient priority over other work, tasks and assignments that they may otherwise have assigned to them in order to ensure performance of the Design, Construction or Services, as applicable, in compliance with this Agreement;

- (iii) none of the Key Individuals will be changed without Project Co submitting the change for Consent, such consent not to be unreasonably withheld but which may be subject to Project Co 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.
- (c) If any individual assumes the roles and responsibilities of more than one Key Individual position, that individual must either personally possess the necessary qualifications or, at a minimum, have immediate and direct access to other resources under the control of Project Co that do possess these qualifications.

WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 3A

KEY INDIVIDUALS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]