

**WORKER ACCOMMODATION PROJECT AGREEMENT**

**SCHEDULE 5**

**SUBMITTALS PROCEDURE**

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# WORKER ACCOMMODATION PROJECT AGREEMENT

## SCHEDULE 5

### SUBMITTALS PROCEDURE

#### 1 INTERPRETATION

##### 1.1 Definitions

In this Schedule 5 [Submittals Procedure], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Accepted**” has the meaning set out in Section 3.1(a) of this Schedule 5 [Submittals Procedure];

“**Code 1**” has the meaning set out in Section 3.1(a) of this Schedule 5 [Submittals Procedure];

“**Code 2**” has the meaning set out in Section 3.1(b) of this Schedule 5 [Submittals Procedure];

“**Code 3**” has the meaning set out in Section 3.1(c) of this Schedule 5 [Submittals Procedure];

“**Code 4**” has the meaning set out in Section 3.1(d) of this Schedule 5 [Submittals Procedure];

“**Consent**” has the meaning set out in Section 4.2 of this Schedule 5 [Submittals Procedure];

“**Contract Number**” means the contract or reference number assigned by BC Hydro to this Agreement;

“**Do Not Proceed - Re-Submit as Noted**” has the meaning set out in Section 3.1(c) of this Schedule 5 [Submittals Procedure];

“**For Information Only**” has the meaning set out in Section 2.3(f)(v)(A) of this Schedule 5 [Submittals Procedure];

“**Proceed Except As Noted and Re-Submit**” has the meaning set out in Section 3.1(b) of this Schedule 5 [Submittals Procedure];

“**Professional of Record**” or “**PoR**” has the meaning set out in Section 2.3(h) of this Schedule 5 [Submittals Procedure];

“**Rejected**” has the meaning set out in Section 3.1(d) of this Schedule 5 [Submittals Procedure];

“**Review**” has the meaning set out in Section 4.1 of this Schedule 5 [Submittals Procedure];

“**Submittal**” has the meaning set out in Section 2.1 of this Schedule 5 [Submittals Procedure];

“**Submittal Item**” has the meaning set out in Section 2.1 of this Schedule 5 [Submittals Procedure]; and

“**Submittal Schedule**” has the meaning set out in Section 2.6(a) of this Schedule 5 [Submittals Procedure].

##### 1.2 Interpretation

In this Schedule 5 [Submittals Procedure] a reference to “Submittal” will, as the context may require, be interpreted to refer to an individual Submittal Item(s).

## 2 GENERAL

### 2.1 Submittals

For any information required to be sent to BC Hydro, including Hydro's Representative, under this Agreement from time to time, made up of drawings, designs submittals, or other written information, including calculations, procedures, reports, manuals, photographs, videos, inspection records, measurements, test data and test results, describing the Design, Construction and Services or the performance of the Design, Construction and Services (a **Submittal**"), the provisions of this Schedule 5 [Submittals Procedure] will apply. Any Submittal may be made up of a number of drawings, explanatory documents or other written information, including calculations, procedures, reports, manuals, photographs, videos, inspection records, measurements, test data and test results (each a **Submittal Item**").

For certainty, a Submittal does not include Administrative Correspondence.

### 2.2 Submittal Content

A Submittal:

- (a) may be comprised of one or more Submittal Items;
- (b) will cover a single topic, comprised only of Submittal Items that are related to that topic;
- (c) will include all information as specifically required in this Agreement, and except as may be expressly required otherwise, will be sufficiently complete to provide information to BC Hydro as the context may reasonably require so that BC Hydro can confirm the information conforms to the requirements of this Agreement; and
- (d) if applicable, will include a specific cross-reference to a previously submitted Submittal so as to include required information.

### 2.3 Submittal Requirements

Project Co will, as the context may require including any specific requirements as may be in this Agreement, comply with the following:

- (a) submit each Submittal within the time periods as may be specified in this Agreement, applicable Submittal Schedule, or if no time period is specified in this Agreement within the time period as specified in writing by Hydro's Representative, acting reasonably;
- (b) deliver all Submittals in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure];
- (c) write all written text in a Submittal Item contained in a Submittal in English, or else provide in that Submittal Item accurate translations in English for any and all written text that is written in any other language;
- (d) subject to an express requirement in this Agreement relating to the Submittal, and except as may be permitted by Hydro's Representative in writing, submit a Submittal Item in the latest version of:
  - (i) the applicable electronic format as set out in this Agreement; or
  - (ii) Adobe Acrobat [.pdf] format if not explicitly set out in this Agreement;
- (e) submit each Submittal separately, and not combined with another Submittal;

- (f) include with each Submittal a Transmittal that sets out:
- (i) a unique tracking number for the Submittal, to identify the Submittal separately from all other Submittals;
  - (ii) the Contract Number;
  - (iii) the date of the Submittal;
  - (iv) a list of all Submittal Items, including all documents, information and data included with, or required for, the interpretation of the Submittal, including details of all attachments and other documents, information and data incorporated by reference;
  - (v) the designation of the Submittal, or as may be required an individual Submittal Item, as one of the following:
    - (A) **“For Information Only”** if this Agreement expressly provides that the Submittal or Submittal Item is submitted to BC Hydro solely “For Information Only”;
    - (B) **“For Review”** if in accordance with this Agreement it is submitted pursuant to Section 4.1 of this Schedule 5 [Submittals Procedure]; or
    - (C) **“For Consent”** if in accordance with this Agreement it is submitted pursuant to Section 4.2 of this Schedule 5 [Submittals Procedure];
  - (vi) a brief description of the purpose of the Submittal, including reference to the relevant provision(s) of this Agreement under which it is being submitted; and
  - (vii) for each Submittal Item included in the Submittal, as applicable:
    - (A) version/revision number of a Document that is included in the Submittal; and
    - (B) details of any previous Document(s) that will be superseded by the new Document(s) (other than previous versions/revisions of those Submittal Items);
- (g) include the names of Project Co’s personnel involved in preparing and reviewing the Submittal or as appropriate individual Submittal Items and the signature of Project Co’s representative responsible for the preparation of the Submittal or the Submittal Items;
- (h) cause each Submittal, or as appropriate individual Submittal Items, to be signed or sealed by an architect or other persons with appropriate professional designations (the **Professional of Record** or **“PoR”**) to the extent signing or sealing of the document is required under this Agreement, the *Architects Act* (British Columbia), the *Engineers and Geoscientists Act* (British Columbia), other applicable Laws or Good Industry Practice. For professional engineering, a Professional of Record is a Professional Engineer registered and licensed to practice Professional Engineering in British Columbia. The seal will always be signed, dated and be applied in a prominent location. The terms “seal” and “stamp” are interchangeable; and
- (i) compile and maintain a register of all Submittals, and as applicable the Hydro’s Representative’s endorsement of each such Submittal or Submittal Items, in a format and location to be agreed by the parties so as to be accessible by both parties.

## 2.4 Re-Submittals

Where a resubmission of a Submittal, or any individual Submittal Item, is required, the resubmission will be deemed to be a new and separate Submittal.

## 2.5 Delivery of Submittals by Project Co

Project Co will deliver Submittals as follows:

- (a) except as may be expressly directed or permitted otherwise in this Agreement, Project Co will submit all Submittals to Hydro's Representative by way of delivery of the Submittal, including all Submittal Items, electronically to Site C Document Control, as described in Section 2.13 of this Agreement, and no Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the Submittal or related correspondence is so delivered to Site C Document Control;
- (b) for the purposes of the delivery of a Submittal electronically under Section 2.5(a) of this Schedule 5 [Submittals Procedure], Section 18.7(b) of this Agreement will apply; and
- (c) within 14 days of a written request from Hydro's Representative, Project Co will deliver to Hydro's Representative two hardcopies of the Submittal.

## 2.6 Submittal Schedule

Project Co will:

- (a) submit to Hydro's Representative for Review within 90 days after the Closing Date a Submittal Schedule (a "**Submittal Schedule**") in the form attached as Appendix 5A to this Schedule 5 [Submittals Procedure] listing:
  - (i) all Submittals required to be submitted to BC Hydro under this Agreement;
  - (ii) for each Submittal, Project Co's document number;
  - (iii) for each Submittal, a reference to the relevant section of this Agreement under which the Submittal is required to be submitted;
  - (iv) the designation of each Submittal (For Information Only, for Review, or for Consent) as set out in this Agreement; and
  - (v) the scheduled date of submission for each Submittal;
- (b) provide in the Submittal Schedule (including in any amendment to the Submittal Schedule as required under this Agreement):
  - (i) the submission of Submittals in a sequence in accordance with the requirements of this Agreement; and
  - (ii) a minimum of 30 days for consideration of each Submittal by Hydro's Representative, taking into account as applicable from time to time the volume and complexity of the Submittals and the resources reasonably necessary to consider such Submittals;
- (c) provide the Submittal Schedule in Excel [.xlsx] format; and

- (d) update Project Co's Submittal Schedule to include the assigned BC Hydro Document Numbers upon receipt of the assigned numbers from BC Hydro.

If BC Hydro receives a Submittal after 12 pm Vancouver time, the Submittal will be deemed to have been submitted on the next Business Day.

## 2.7 Submittal Schedule Updates

Project Co will, as may be required from time to time, at a minimum no less than every three months, update the Submittal Schedule so that the Submittal Schedule is at all times an accurate and complete record of Project Co's obligations with respect to Submittals including:

- (a) to substitute revised dates or information as may be permitted by this Agreement; and
- (b) to include information relating to new Submittals as may be required by BC Hydro from time-to-time, acting reasonably.

Either party's Representative may, from time to time and at any time recommend to the other party's Representative that adjustments are required to update the Submittal Schedule so that it is consistent with the then current Work Program and Schedule. Upon such recommendation, Project Co will submit an updated Submittal Schedule to Hydro's Representative for Consent.

## 3 SUBMITTAL ENDORSEMENTS

### 3.1 Review and Consent Endorsements

Hydro's Representative will endorse a Submittal that is submitted for Review or Consent with one of the following four endorsements:

- (a) **"Accepted"** or **"Code 1"**, which will be deemed to mean that Hydro's Representative did not observe any aspect or element of the Submittal Item that did not comply with this Agreement and accordingly saw no reason why Project Co should not proceed with that portion of the Design, Construction or Services, as the case may be, that is specifically the subject of the Submittal;
- (b) **"Proceed Except As Noted and Re-Submit"** or **"Code 2"**, which will be deemed to mean that, subject to the amendments or corrections or comments as noted in writing by Hydro's Representative, Hydro's Representative did not observe any aspect or element of the Submittal that did not comply with this Agreement and accordingly subject to such amendments or corrections or comments saw no reason why Project Co should not proceed with that portion of the Design, Construction or Services, as the case may be, that is specifically the subject of the Submittal;
- (c) **"Do Not Proceed - Re-Submit as Noted"** or **"Code 3"**, which will be deemed to mean that, because of the noted portion(s) of the Design, Construction or Services, as the case may be, covered by the Submittal which Hydro's Representative is of the opinion do not comply with this Agreement, Project Co should not proceed with the portion of the Design, Construction or Services, as the case may be, that is specifically the subject of the Submittal; or
- (d) **"Rejected"** or **"Code 4"**, which will be deemed to mean that Hydro's Representative is of the opinion that the Submittal does not comply with this Agreement and that Project Co should not proceed with the portion of the Design, Construction or Services, as the case may be, that is specifically the subject of the Submittal.

Hydro Representative's written notes setting out the amendments or corrections or comments to a Submittal, as noted in this Section 3.1, may be noted on the Submittal, or on a separate document accompanying the Submittal.

If a Submittal submitted by Project Co is made up of more than one Submittal Item, Hydro's Representative may, notwithstanding anything to the contrary in this Schedule 5 [Submittals Procedure] endorse any individual Submittal Item in accordance with this Section 3.1 as if that Submittal Item was a Submittal.

### 3.2 Delivery of Endorsed Submissions by BC Hydro

Where Hydro's Representative is required by this Agreement to deliver a Submittal containing an endorsement to Project Co, Hydro's Representative will deliver the Submittal to Project Co as follows:

- (a) except as may be expressly directed or permitted otherwise in this Agreement, Hydro's Representative will submit all Submittals to Project Co by way of delivery of the Submittal electronically to Site C Document Control, as described in Section 2.13 of this Agreement, and no Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the Submittal or related correspondence is so delivered to Site C Document Control; and
- (b) for the purposes of the delivery of a Submittal electronically under Section 3.2(a) of this Schedule 5 [Submittals Procedure], Section 18.7(b) of this Agreement will apply.

If a Submittal submitted by Project Co is made up of more than one Submittal Item, Hydro's Representative may, notwithstanding anything to the contrary in this Schedule 5 [Submittals Procedure] deliver any individual Submittal Item in accordance with this Section 3.2 as if that Submittal Item was a Submittal.

### 3.3 Disputes Regarding a Submittal

If Project Co disputes Hydro's Representative's interpretation of this Agreement with respect to a "Proceed Except As Noted and Re-Submit" endorsement, a "Do Not Proceed - Re-Submit as Noted" endorsement, or a "Rejected" endorsement on a Submittal delivered by Hydro's Representative under this Schedule 5 [Submittals Procedure] then Project Co's Representative may within seven days of Project Co's receipt of such comments refer the dispute to the Dispute Resolution Procedure. In the event of such dispute Project Co will not proceed with that portion of the Design, Construction or Services, as the case may be, that is specifically the subject of the disputed endorsement or notations prior to the completion of the Dispute Resolution Process unless:

- (a) Project Co accepts BC Hydro's interpretation of this Agreement and terminates the Dispute Resolution Process; or
- (b) BC Hydro gives a direction to Project Co under Section 3.4 of Schedule 14 [Dispute Resolution Procedure].

If Project Co determines that in order to maintain compliance with the Work Program and Schedule it is necessary for it to proceed in respect of the matter that is in Dispute, then following written notice to BC Hydro Project Co will proceed in accordance with the position of BC Hydro, and the provisions of Section 3.4 of Schedule 14 [Dispute Resolution Procedure] will be deemed to apply.

If a Submittal submitted by Project Co is made up of more than one Submittal Item and Project Co disputes Hydro's Representative's interpretation of this Agreement with respect to a "Proceed Except As Noted and Re-Submit" endorsement, a "Do Not Proceed - Re-Submit as Noted" endorsement, or a "Rejected" endorsement on that Submittal Item delivered by Hydro's Representative under this

Schedule 5 [Submittals Procedure], then Project Co's Representative may refer the dispute to the Dispute Resolution Procedure in accordance with this Section 3.3 as if that Submittal Item was a Submittal.

#### **4 REVIEW AND CONSENT**

##### **4.1 Review**

The following procedure (collectively, "**Review**") will apply where this Agreement requires that a Submittal is to be submitted for BC Hydro's Review:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];
- (b) Hydro's Representative will within 30 days (or such other period as may be specified in this Agreement) of receipt of the Submittal return the Submittal to Project Co, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure] endorsed with one of the four endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure];
- (c) subject to Section 5.1 of this Schedule 5 [Submittals Procedure], if Hydro's Representative fails to return any Submittal or Submittal Item duly endorsed as described by Section 3.1 of this Schedule 5 [Submittals Procedure] within the time set out in Section 4.1(b) of this Schedule 5 [Submittals Procedure], that Submittal, or Submittal Item as the case may be, will be deemed to have been endorsed "Accepted" by BC Hydro and Project Co will mark one copy of the Submittal or Submittal Item "Deemed Accepted" and deliver it to Hydro's Representative in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure], and the Submittal or Submittal Item will thereafter be deemed to have been endorsed "Accepted";
- (d) subject to Section 3.3 of this Schedule 5 [Submittals Procedure] Project Co will comply with the direction of an endorsement as described in Section 3.1 of this Schedule 5 [Submittals Procedure],

and, for certainty:

- (e) Project Co will promptly deliver to Hydro's Representative for Review electronic copies of all Submittals that pursuant to the endorsements have been modified by Project Co for Review; and
- (f) in respect of that portion of the Design, Construction or Services, as the case may be, that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(b), Section 3.1(c) or Section 3.1(d) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by this Agreement to be re-submitted for Review, Project Co will not proceed with any such Design, Construction or Services, as the case may be, prior to Hydro's Representative returning that Submittal endorsed "Accepted".

##### **4.2 Consent**

The following procedure (collectively, "**Consent**") will apply where this Agreement requires that a Submittal is to be submitted for BC Hydro's Consent:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];
- (b) Hydro's Representative will within 30 days (or such other period as may be specified in this Agreement) of receipt of the Submittal return the Submittal to Project Co, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one of the four endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure];

- (c) subject to Section 5.1 of this Schedule 5 [Submittals Procedure], if Hydro's Representative fails to return any Submittal or Submittal Item duly endorsed as described by Section 3.1 of this Schedule 5 [Submittals Procedure], that Submittal, or Submittal Item as the case may be, will be deemed to have been endorsed "Rejected" by BC Hydro and Project Co will mark one copy of the Submittal or Submittal Item "Deemed Rejected" and deliver it to Hydro's Representative in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure], and the Submittal or Submittal Item will thereafter be deemed to have been endorsed "Rejected";
- (d) subject to Section 3.3 of this Schedule 5 [Submittals Procedure] Project Co will comply with the direction of an endorsement as described in Section 3.1 of this Schedule 5 [Submittals Procedure],

and, for certainty:

- (e) Project Co will promptly deliver to Hydro's Representative for Consent electronic copies of all Submittals that pursuant to the endorsements have been modified by Project Co for Consent; and
- (f) in respect of that portion of the Design, Construction or Services, as the case may be, that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(b), Section 3.1(c) or Section 3.1(d) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by this Agreement to be re-submitted for Consent, Project Co will not proceed with any such Design, Construction or Services, as the case may be, prior to Hydro's Representative returning that Submittal endorsed "Accepted".

#### 4.3 Submittals Deemed for Review

Every Submittal will be deemed to be submitted to BC Hydro for Review except as expressly required otherwise in this Agreement.

## 5 GENERAL TERMS

### 5.1 General Grounds for Objection or Rejection

If this Agreement expressly provide that BC Hydro will act reasonably in connection with the consideration of a Submittal, Hydro's Representative may, acting reasonably, make comments in relation to, or reject, the Submittal specifically on any of the following grounds:

- (a) the Submittal:
  - (i) does not comply with, does not conform to, conflicts with, or is inconsistent with the requirements of this Agreement;
  - (ii) is inconsistent with, or conflicts with, the contents, requirements or procedures described in a previously submitted related Submittal that was endorsed "Accepted";
  - (iii) is not in compliance with Good Industry Practice;
  - (iv) does not conform with the requirements of the applicable Submittal Schedule;
  - (v) does not include the required content as required under Section 2.2 of this Schedule 5 [Submittals Procedure];
  - (vi) would if implemented be expected to:
    - (A) endanger public safety; or

- (B) give rise to a breach, or be in breach, of Laws.

## 5.2 Request for Further Information

If Hydro's Representative, acting reasonably and without delay, makes a written request to Project Co for further or other information, data or documents in order to fully consider a Submittal:

- (a) Project Co will, in a form that facilitates BC Hydro's use of the additional information:
- (i) no later than seven days following such request, submit to Hydro's Representative such further or other information, data and documents; and
  - (ii) take all such steps as may be required to satisfy Hydro's Representative that the proposed information, data and documents or Project Co's proposed course of action complies with this Agreement; and
- (b) the time periods referred to in Section 4.1 or Section 4.2 of this Schedule 5 [Submittals Procedure], as the case may be, will not commence to run until such time as Hydro's Representative has received the requested information, data or documents from Project Co. Project Co may request confirmation of receipt for the purposes of confirming the commencement of a time period.

## 5.3 Right to Require Work to be Corrected

If Project Co proceeds with a portion of the Design, Construction or Services, as the case may be, that is specifically the subject of a Submittal, including without limitation any subsequent design, fabrication, assembly, construction or installation, prior to receiving an endorsement or deemed endorsement indicating that BC Hydro has no objection to such Design, Construction or Services, as the case may be, then Hydro's Representative may:

- (a) direct Project Co to uncover or disassemble and make good such Design, Construction or Services, as the case may be, at Project Co's sole cost and expense; or
- (b) direct Project Co to make changes to the design or completed fabrication, assembly, construction or installation to the extent permitted under this Agreement and make good such Design, Construction or Services, as the case may be, at Project Co's sole cost and expense.

## 5.4 Review and Consent no Waiver

Except as may be expressly set out otherwise in this Agreement, nothing in Hydro's Review or Consent will:

- (a) relieve or exempt Project Co or any other Person for whom Project Co is in law responsible from any of its or their obligations and liabilities under this Agreement, at law or in equity;
- (b) constitute a waiver or release by BC Hydro of any duty or liability owed by Project Co or any other Person to BC Hydro, or of any indemnity given by Project Co to BC Hydro under this Agreement;
- (c) create or impose any requirement, liability, covenant, agreement or obligation on BC Hydro; or
- (d) entitle Project Co to make any claim against BC Hydro for, or to recover from BC Hydro, any losses or damages.

## 5.5 Changes

With respect to Hydro's Review and Consent:

- (a) If Project Co considers that compliance with any endorsement, comment or objection raised by Hydro's Representative under this Schedule 5 [Submittals Procedure] would lead to a Change, Project Co will, before taking into account such comment or objection, so notify BC Hydro in writing. If it is agreed by BC Hydro that such comments or objections would lead to a Change then the procedure as detailed in Schedule 12 [Changes] will apply. If the parties are unable to reach agreement as to whether such comment or objection would lead to a Change, then either party may refer the matter directly to the Referee in accordance with Schedule 14 [Dispute Resolution Procedure].
- (b) If BC Hydro requires alterations or additions to the Submittals or an aspect or portion of the design for which BC Hydro previously endorsed "Accepted" or "Proceed Except As Noted and Re-Submit", then to the extent only that those alterations or additions would lead to a Change, Section 4 of Schedule 12 [Changes] applies.
- (c) In all cases, the parties will cooperate to identify potential alternative solutions to any comments or objections raised that would not lead to a Change.

**WORKER ACCOMMODATION PROJECT AGREEMENT**

**APPENDIX 5A**

**FORM OF SUBMITTAL SCHEDULE**

	<b>Submittal name or drawing title</b>	<b>Project Co's Document Number</b>	<b>BC Hydro's Document Number</b>	<b>Section Reference for Section Requiring Submittal</b>	<b>Designation of Submittal Consent Review For Information Only</b>	<b>Scheduled Date for Submittal</b>
1.						
2.						
3.						
4.						

**WORKER ACCOMMODATION PROJECT AGREEMENT**

**APPENDIX 5B**

**NOT USED**