

BC HYDRO SITE C CLEAN ENERGY PROJECT

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

for the Site C Clean Energy Project

Schedule 7

Environmental Obligations

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

SCHEDULE 7

ENVIRONMENTAL OBLIGATIONS

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GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

SCHEDULE 7

ENVIRONMENTAL OBLIGATIONS

1 INTERPRETATION

1.1 Definitions

In this Schedule 7 [Environmental Obligations], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Acid Rock Drainage**” or “**ARD**” means acidified water resulting from the natural oxidation process in rock containing sulphides;

“**Air Quality Management Plan**” has the meaning set out in Section 4.5 of this Schedule 7 [Environmental Obligations];

“**Alteration Permit**” has the meaning set out in Section 4.1.1 of this Schedule 7 [Environmental Obligations];

“**CEMP**” initially means the Draft Revision 5 of the Site C Clean Energy Project Construction Environmental Management Plan and the appendices, copies of which are included in the Data Room (Data Room ID#1016.REF.01347). After Revision 5 of the Site C Clean Energy Project Construction Environmental Management Plan and the appendices have been finalized and posted to the Site C Clean Energy Document Library: <https://www.sitecproject.com/document-library/environmental-management-plans-and-reports>, “CEMP” will thereafter mean the version of the Site C Clean Energy Project Construction Environmental Management Plan and appendices posted in the Site C Clean Energy Document Library: <https://www.sitecproject.com/document-library/environmental-management-plans-and-reports>, as amended from time to time;

“**Component Management Plan**” or “**CMP**” has the meaning set out in Section 2.3.1(f) of this Schedule 7 [Environmental Obligations];

“**Contact Water**” means water that has come in contact with Contractor’s Work Area, PAG or TSS generating materials;

“**Dewatering**” means the removal of water from the surface of the Contractor’s Work Area;

“**Early Mobilization EPP**” has the meaning set out in Section 4.8.1(d) of this Schedule 7 [Environmental Obligations];

“**Environmental Aspect**” has the meaning set out in Section 2.6 of this Schedule 7 [Environmental Obligations];

“**Environmental Aspect Register**” has the meaning set out in Section 2.6 of this Schedule 7 [Environmental Obligations];

“**Environmental Coordinator**” has the meaning set out in Section 3.1.2 of this Schedule 7 [Environmental Obligations];

“**Environmental Incident**” means an event, act or omission that is, or has the potential to cause, a Non-Compliance with an Environmental Aspect (such as, for illustration, a spill of oil, fuel or hazardous chemicals, or an unauthorized alteration, disruption, or destruction of aquatic or terrestrial habitat);

“Environmental Laws” means:

- (a) all requirements and provisions under or prescribed by any and all applicable Laws;
- (b) all applicable rules, regulations, orders-in-council, codes, protocols, guidelines, policies, procedures, grants, licences, permits, approvals, plans, authorizations, agreements and any other governmental requirements, promulgated under or pursuant to any Laws; and
- (c) all applicable judicial, administrative or regulatory judgments, orders, decisions, certificates and exemptions, including those rendered by any Governmental Authority,

relating to environmental assessment, the protection of the natural environment, the protection of plant, animal or human health, or the protection of land, water or air resources;

“Environmental Manager” has the meaning set out in Section 3.1.1 of this Schedule 7 [Environmental Obligations];

“Environmental Monitor” has the meaning set out in Section 3.1.3 of this Schedule 7 [Environmental Obligations];

“Environmental Overview Training” has the meaning set out in Section 3.2.9 of this Schedule 7 [Environmental Obligations];

“Environmental Protection Plan” or **“EPP”** has the meaning set out in Section 2.4 of this Schedule 7 [Environmental Obligations];

“Environmental Requirements” has the meaning set out in the CEMP, provided that for the purpose of this Schedule 7 [Environmental Obligations], references to “Statutory requirements” in the CEMP will mean “Environmental Laws”;

“Environmental Specifications” has the meaning set out in the CEMP;

“Environmental Submittal” means a GSS EMP, CMP or EPP, including any revised, amended, updated or resubmitted GSS EMP, CMP or EPP;

“Environmental Tailboard Meeting” has the meaning set out in Section 3.2.11 of this Schedule 7 [Environmental Obligations];

“Environmentally Sensitive Area” has the meaning set out in the CEMP;

“Erosion Prevention and Sediment Control Plan” has the meaning set out in Section 4.3 of this Schedule 7 [Environmental Obligations];

“GSS Environmental Management Plan” or **“GSS EMP”** has the meaning set out in Section 2.3 of this Schedule 7 [Environmental Obligations];

“Heritage Specialist” has the meaning set out in Section 4.1.1 of this Schedule 7 [Environmental Obligations];

“Metal Leaching” or **“ML”** means the mobilization of metallic elements from solid to the dissolved form;

“Non-Contact Water” means water that has not come in contact with the Contractor’s Work Area, PAG or TSS generating materials;

“Non-compliance” means a Nonconformity in respect of any failure to meet the obligations imposed by an Environmental Aspect;

“Potentially Acid Generating” or **“PAG”** means material that has a sulphide-sulphur net potential ratio (SNPR) less than or equal to 2;

“Pre-Work Orientation” has the meaning set out in Section 3.2.10 of this Schedule 7 [Environmental Obligations];

“QP-CPESC” means the qualified professional retained by the Contractor in accordance with Section 4.3 of this Schedule 7 [Environmental Obligations];

“Qualified Environmental Professional” or **“QEP”** means the person(s) appointed by the Contractor under Section 2.2 of this Schedule 7 [Environmental Obligations];

“Satisfactory” means, for the purposes of this Schedule 7 [Environmental Obligations], that the Independent Environmental Monitor has advised that the GSS EMP, a CMP or an EPP does not require, and is not subject to, further review or comment by the Independent Environmental Monitor;

“Stop Work Procedure” means the procedure to be followed in the event that an order to stop any of the Work is issued, including the identification of the person(s) with the authority to stop and restart the Work, as set out in each applicable CMP or EPP;

“TSS” means total suspended solids;

“Vegetation and Invasive Plant Management Plan” means the CMP referenced in Section 2.3.1(f)(xiv) of this Schedule 7 [Environmental Obligations]

“Waste Management Plan” has the meaning set out in Section 4.4 of this Schedule 7 [Environmental Obligations];

“Water Management” means the use, solely or in combination, of facilities, structures, processes and work methods to ensure that water resulting from the Contractor’s Work Area and portions of the receiving catchment influenced by the Contractor’s Work Area conforms to all applicable water quality criteria;

“Water Management Inspection and Test Plan” has the meaning set out in Section 4.2.1(b) of this Schedule 7 [Environmental Obligations];

“Water Management Plan” has the meaning set out in Section 4.2.1 of this Schedule 7 [Environmental Obligations];

“Water Management System Plan” has the meaning set out in Section 4.2.1(a) of this Schedule 7 [Environmental Obligations];

“Weekly Environmental Monitoring Report” has the meaning set out in Section 3.2.6 of this Schedule 7 [Environmental Obligations]; and

“Wildlife Management Plan” means the CMP referenced in Section 2.3.1(f)(xvii) of this Schedule 7 [Environmental Obligations].

2 GENERAL REQUIREMENTS

2.1 Compliance with Environmental Requirements, GSS EMP, CMPs and EPPs

The Contractor:

- (a) will be, and will retain an Environmental Manager who is, fully knowledgeable of the Environmental Requirements, including Environmental Laws, the requirements of this Schedule 7 [Environmental Obligations], the CEMP and the Environmental Aspects applicable to the performance of the Work on the Site;
- (b) will ensure its awareness of and compliance with, and the Environmental Manager's awareness of, the GSS Environmental Management Plan, including the CMPs, all EPPs and all environmental requirements flowing from any Preventive Actions and Corrective Actions, applicable to the performance of the Work on the Site;
- (c) will ensure its awareness of and compliance with any environmental requirements and obligations applicable to the Contractor's Work Area;
- (d) will cause the Subcontractors and other Contractor Persons engaged in performance of Work on the Site, to be fully knowledgeable of and to implement and comply with all CMPs and EPPs applicable to the Work they are performing on the Site;
- (e) without limiting Section 3.1 of Schedule 2 [General Conditions], will ensure that the construction means, methods, techniques, sequences and procedures for the Work comply with all Environmental Requirements, including Environmental Laws, the requirements of this Schedule 7 [Environmental Obligations], the CEMP, the Environmental Aspects, the CMPs and the EPPs, as applicable to the performance of the Work on the Site;
- (f) will comply with the following mitigation, management and monitoring plans, as they may be amended from time to time, each of which is available in the Data Room or the Site C Clean Energy Document Library: <https://www.sitecproject.com/document-library/environmental-management-plans-and-reports>, to the extent applicable to the Work or the Contractor's Work Area:
 - (i) Aboriginal Plant Use Mitigation Plan;
 - (ii) Aboriginal Training and Inclusion Plan;
 - (iii) Accidents and Malfunctions Plan;
 - (iv) Agricultural Mitigation and Compensation Plan Framework;
 - (v) Agricultural Monitoring and Follow-up Program;
 - (vi) Business Participation Plan;
 - (vii) CEMP (including its appendices);
 - (viii) Construction Safety Management Plan;
 - (ix) Cultural Resources Mitigation Plan
 - (x) Del Rio Pit Development Plan;

- (xi) Emergency Services Plan;
- (xii) Erosion and Sediment Control Plan Program;
- (xiii) Fisheries and Aquatic Habitat Management Plan;
- (xiv) Fisheries and Aquatic Habitat Monitoring and Follow-up Program;
- (xv) Health Care Services Plan;
- (xvi) Heritage Resources Management Plan;
- (xvii) Housing Plan and Housing Monitoring and Follow-Up Program;
- (xviii) Labour and Training Plan;
- (xix) Outdoor Recreation Mitigation Plan Draft;
- (xx) Recreation Program;
- (xxi) Vegetation and Wildlife Mitigation and Monitoring Plan;
- (xxii) Vegetation Clearing and Debris Management Plan;
- (xxiii) West Pine Quarry Development Plan;
- (xxiv) Wuthrich Quarry Development Plan; and
- (xxv) 85th Avenue Industrial Lands Detailed Operations Plan,

and if BC Hydro determines that modifications of any such mitigation, management and monitoring plans are required, then the Contractor will cooperate with, and assist, BC Hydro in the modification of such plans and will comply with any such modified plans, to the extent applicable to the Work or the Contractor's Work Area;

- (g) will collaborate with BC Hydro in the identification and design of mitigation measures within the Contractor's Work Area, where appropriate; and
- (h) will cooperate and participate in any environmental audits of the Contractor's Work Area or Work activities undertaken by BC Hydro or by the Independent Environmental Monitor.

If a mitigation, management or monitoring plan referred to in Section 2.1(f) of this Schedule 7 [Environmental Obligations] is modified then:

- (i) provided such modification is not related to, or required by reason of, a Nonconformity; and
- (j) to the extent that such modification causes the Contractor to incur costs or delays or both,

the Contractor will be entitled to claim a Change pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1 of Schedule 12 [Changes] will

be to submit a Change Report to Hydro's Representative promptly upon the Contractor becoming aware of the modifications to the mitigation, management or monitoring plans.

2.2 Qualified Environmental Professionals

The Contractor will, with respect to every element of the planning, implementation, monitoring and reporting of environmental Work to be performed at the Site, retain Qualified Environmental Professionals who:

- (a) are knowledgeable about the scope of the Work that will be performed at the Site;
- (b) have experience and expertise applicable to that scope of Work; and
- (c) meet the qualification and experience requirements set out in Section 3.1.4 of this Schedule 7 [Environmental Obligations].

2.3 GSS Environmental Management Plan

2.3.1 GSS EMP Content

The Contractor will cause a QEP(s), to prepare an overarching environmental management plan (the "**GSS Environmental Management Plan**"). The GSS EMP will be fully integrated across all sections, sub-sections and across each of the CMPs, and will:

- (a) identify the roles, responsibilities and reporting hierarchy of the Contractor's environmental team;
- (b) describe the Contractor's approach to management of the full range of Environmental Requirements associated with the Work, across the entire Site;
- (c) describe the Contractor's understanding of the full range of Environmental Requirements applicable to the Work;
- (d) detail a well-coordinated plan to address the Environmental Requirements applicable to the Work and to ensure compliance with the Environmental Aspects throughout the performance of the Work;
- (e) be guided by and contain all relevant sections of the CEMP, to the extent applicable to the Work at the Site;
- (f) contain, at a minimum, the following component management plans, setting out the measures to be taken to ensure compliance with the applicable Environmental Requirements on a Site-wide basis:
 - (i) Acid Rock Drainage and Metal Leachate Management Plan;
 - (ii) Air Quality Management Plan, including the additional requirements set out in Section 4.5 of this Schedule 7 [Environmental Requirements];
 - (iii) Blasting Management Plan;
 - (iv) Contamination and Contaminated Sites Management Plan;
 - (v) Erosion Prevention and Sediment Control Management Plan, including the additional requirements set out in Section 4.3 of this Schedule 7 [Environmental Requirements];

- (vi) Fisheries and Aquatic Habitat Management Plan;
 - (vii) Fuel Handling and Storage Management Plan;
 - (viii) Groundwater Protection Management Plan;
 - (ix) Hazardous Substances and Waste Management Plan;
 - (x) Heritage Resources Management Plan, including the additional requirements set out in Section 4.1 of this Schedule 7 [Environmental Requirements];
 - (xi) Noise and Vibration Management Plan;
 - (xii) Soil Management, Site Restoration, and Re-Vegetation Plan;
 - (xiii) Spill Prevention and Response Plan;
 - (xiv) Vegetation and Invasive Plant Management Plan, including the additional requirements set out in Section 4.7 of this Schedule 7 [Environmental Requirements];
 - (xv) Waste Management Plan, including the additional requirements set out in Section 4.4 of this Schedule 7 [Environmental Requirements];
 - (xvi) Water Management Plan, including the additional requirements set out in Section 4.2 of this Schedule 7 [Environmental Requirements];
 - (xvii) Wildlife Management Plan, including the additional requirements set out in Section 4.6 of this Schedule 7 [Environmental Requirements];
 - (xviii) Restricted Activity and Work Avoidance Zones; and
 - (xix) Snow Management Plan,
- (each, a “**Component Management Plan**” or “**CMP**”);
- (g) describe the process by which the Contractor will identify and address any new Environmental Aspects applicable to the Work and any Site-specific impacts that could result from the performance of the Work;
 - (h) describe how the Contractor’s Work Area, Work activities, products and services will be linked to the identified Environmental Aspects and the CMPs and EPPs required to address these Environmental Aspects;
 - (i) describe the general content of each EPP required to address each unique and spatially and/or temporally defined element of the Contractor’s Work Area and Work activities;
 - (j) describe the plans for sequencing the delivery of environmental Work, such that it is effectively and efficiently integrated into the other elements of the Work and the work of Other Contractors within the Contractor’s Work Area; and
 - (k) describe the plans, structures and functions, including Work management, monitoring, measurement, and reporting, required for management, coordination and communication of the Environmental Requirements and the applicable CMPs and EPPs to the Contractor Personnel performing the Work on the Site.

2.3.2 GSS EMP Submission

Subject to Section 4.8.1 of this Schedule 7 [Environmental Obligations], within 60 days of the Effective Date, and in any event before commencing performance of any Work at the Site, the Contractor will: (i) cause a QEP(s) to prepare; and (ii) submit, an initial GSS EMP containing all sections of the CEMP and all CMPs required for the Work activities scheduled to occur within the first 180 days following the Effective Date. The initial GSS EMP will also include a plan and schedule for development and submission of a revised and updated GSS EMP within 120 days after the Effective Date.

Within 120 days of the Effective Date, the Contractor will: (i) cause a QEP(s) to prepare; and (ii) submit, a revised and updated GSS EMP, containing all relevant sections of the CEMP and all CMPs required for the Work activities scheduled to occur during the first 18 months following the Effective Date.

Without limiting, and in addition to, the requirements of Section 2.5 of this Schedule 7 [Environmental Obligations], not later than each anniversary of the Effective Date, the Contractor will: (i) cause a QEP(s) to review and revise; and (ii) submit, a further revised and updated GSS EMP, containing all relevant sections of the CEMP and all CMPs required for the Work activities scheduled to occur during the next 18 month period.

Each revision of the GSS EMP will include placeholders for any sections of the CEMP and any CMPs that are not required for the Work activities scheduled to occur during the period to which the applicable GSS EMP revision applies.

Each GSS EMP and CMP will be subject to review in accordance with the procedure set out in Section 3.2.3 of this Schedule 7 [Environmental Obligations].

2.4 Environmental Protection Plans

2.4.1 EPP Form and Content

The Contractor will retain QEPs to identify and develop written and detailed environmental protection plans (each, an “**Environmental Protection Plan**”), for each unique and spatially and/or temporally defined element of the Contractor’s Work Area and Work activities. Each EPP will:

- (a) address one or more Environmental Aspect(s) applicable to, or which has the potential to arise from performance of a specific Work activity, within a specific physical location, within the Contractor’s Work Area;
- (b) be prepared by a QEP;
- (c) comply with the requirements of the Contract, including this Schedule 7 [Environmental Obligations] and the CEMP, including Section 2.4 [Environmental Protection Plans] of the CEMP;
- (d) be linked, through the Environmental Aspect Register, to each identified Environmental Aspect applicable to the element of the Work to which the EPP relates;
- (e) be prepared using the EPP template, “Site C Environmental Protection Plan (EPP) Development Guidance”, included in the Data Room (Data Room ID# 1016.REF.01254);
- (f) include specific language that:
 - (i) incorporates by reference all appropriate elements of applicable CMPs; and

- (ii) specifies that, if there is any inconsistency or conflict between provisions of a CMP and the EPP, then the applicable CMP will govern, except as expressly stated otherwise in the EPP; and
- (g) be signed by the QEP who prepared the EPP, confirming within the signature block that:
 - (i) he or she reviewed the requirements of the Contract, including this Schedule 7 [Environmental Obligations] and the CEMP in preparation for writing the EPP; and
 - (ii) the EPP complies with the requirements of the Contract, including this Schedule 7 [Environmental Obligations] and the CEMP.

2.4.2 EPP Submission

Subject to Section 4.8.1 of this Schedule 7 [Environmental Obligations], at least 60 days prior to commencing the performance of any Work, or element of the Work, at the Site, the Contractor will: (i) cause a QEP(s) to prepare; and (ii) submit, an EPP(s) with respect to such Work and the applicable work area, in accordance with the requirements of Section 2.4.1 of this Schedule 7 [Environmental Obligations].

Each EPP will be subject to review in accordance with the procedure set out in Section 3.2.3 of this Schedule 7 [Environmental Obligations].

2.5 Updates to Environmental Submittals

2.5.1 Review and Update

The Contractor will cause a QEP(s) to review and amend the GSS EMP and each CMP and EPP:

- (a) upon the occurrence of any changes in:
 - (i) the Contractor's strategy for performance of the Work;
 - (ii) any design Work for which the Contractor is responsible;
 - (iii) the Work Program and Schedule or any other Work plans;
 - (iv) the Contractor's construction procedures or methods;
 - (v) observed Site conditions; or
 - (vi) worker safety and training requirements;
- (b) upon the occurrence of any lessons learned with respect to environmental effects, mitigation and/or monitoring methods; and
- (c) from time to time, as necessary,

to ensure that the GSS EMP, including the CMPs, and each EPP at all times complies with the requirements of the Contract, including this Schedule 7 [Environmental Obligations], and the CEMP, including the Environmental Requirements, as they may be modified.

If at any time a QEP identifies the need for an amendment to the GSS EMP, a CMP or an EPP, including an amendment to measures as described in the GSS EMP, CMP or EPP or the addition of new measures, then the Contractor will give prompt notice to Hydro's Representative, including details of:

- (d) the circumstances giving rise to the need for the amendment;
- (e) the specific Environmental Submittal(s) to be amended;
- (f) the scope and extent of the required amendments;
- (g) a summary of any modifications to the measures described in the applicable Environmental Submittal(s), or the new measures to be added; and
- (h) the date by which the amended Environmental Submittal(s) will be developed and submitted to Hydro's Representative, which date must be within 30 days after identification of the need for an amendment.

Unless otherwise directed by Hydro's Representative, the Contractor will continue to perform the Work in compliance with the existing Environmental Submittals to which BC Hydro had no objection, in accordance with Section 3.2.3 of this Schedule 7 [Environmental Obligations], and will not implement any proposed amendments to the GSS EMP, a CMP or an EPP until the applicable amendments have been:

- (i) prepared and submitted to BC Hydro;
- (j) reviewed and found to be Satisfactory by the Independent Environmental Monitor; and
- (k) returned with an endorsement confirming that BC Hydro has no objection, in accordance with Section 3.2.3 of this Schedule 7 [Environmental Obligations].

Nothing in this Section 2.5 will be interpreted to permit the Contractor to proceed with, or commence performance of, any Work, or element of the Work, that is not covered by the existing Environmental Submittals to which BC Hydro had no objection, in accordance with Section 3.2.3 of this Schedule 7 [Environmental Obligations].

Each amended GSS EMP, CMP and EPP will be subject to review in accordance with the procedure set out in Section 3.2.3 of this Schedule 7 [Environmental Obligations].

2.5.2 BC Hydro Revision of CEMP

The Contractor acknowledges that BC Hydro will review the CEMP from time to time and may revise the CEMP at least once every 12 months. Promptly, and in any event within seven days after each CEMP revision, the Contractor will cause a QEP(s) to:

- (a) review the GSS EMP, including the CMPs, and each EPP to determine whether any amendments are required in order to ensure that the Environmental Submittals remain compliant with the requirements of the Contract, including this Schedule 7 [Environmental Obligations], and the CEMP, including the Environmental Requirements, as amended; and
- (b) confirm to Hydro's Representative whether any amendments are required to any of the Environmental Submittals as a result of the CEMP revisions.

Where the QEP(s) determines that amendments are required to one or more of the Environmental Submittals as a result of the CEMP revisions:

- (c) the Contractor will: (i) cause a QEP(s) to amend the applicable Environmental Submittal(s); and (ii) submit the amended Environmental Submittal(s), in accordance with Section 2.5.1 of this Schedule 7 [Environmental Requirements]; and

- (d) provided the CEMP revisions are not related to, or required by reason of, a Nonconformity then, to the extent that such revisions cause the Contractor to incur costs or delays or both, the Contractor will be entitled to claim a Change pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1 of Schedule 12 [Changes] will be to submit a Change Report to Hydro's Representative promptly upon the Contractor becoming aware of the CEMP revision.

2.5.3 Change in Environmental Laws

Without limiting Section 26.2 of Schedule 2 [General Conditions], promptly, and in any event within seven days after the occurrence of any change to an applicable Environmental Law, the Contractor will cause a QEP(s) to:

- (a) review the GSS EMP, including the CMPs, and each EPP to determine whether any amendments are required in order to ensure that the Environmental Submittals remain compliant with the requirements of the Contract, including this Schedule 7 [Environmental Obligations], and the CEMP, including the Environmental Requirements, as amended; and
- (b) confirm to Hydro's Representative whether any amendments are required to any of the Environmental Submittals as a result of the change in Environmental Laws.

Where the QEP(s) determines that amendments are required to one or more of the Environmental Submittals as a result of the change in Environmental Laws, the Contractor will: (i) cause a QEP(s) to amend the applicable Environmental Submittal(s); and (ii) submit the amended Environmental Submittal(s), in accordance with Section 2.5.1 of this Schedule 7 [Environmental Requirements], provided that the timelines in Section 2.5.1 of this Schedule 7 [Environmental Requirements] will be modified as required to ensure compliance with any applicable requirements imposed by a Governmental Authority.

2.6 Environmental Aspect Register

Subject to Section 4.8.1 of this Schedule 7 [Environmental Obligations], the Contractor will, within 90 days of the Effective Date and in any event before commencing performance of any Work on the Site, and monthly thereafter, complete and submit for Review a detailed environmental aspect register (the "**Environmental Aspect Register**") describing all relevant: (i) Environmental Specifications; (ii) Environmental Assessment Certificate (EAC) conditions; (iii) conditions of the Federal Decision Statement (FDS) issued in respect of the Project; (iv) Permits and (v) other environmental commitments and obligations identified in the GSS Environmental Management Plan, applicable to the Contractor's Work Area or the Work on the Site (collectively, the "**Environmental Aspects**"), and the Contractor's compliance or non-compliance with each Environmental Aspect during the applicable reporting period.

Each Environmental Aspect Register will be prepared using the format set out in Appendix 7-2 [Form of Environmental Aspect Register] and will include:

- (a) identification of each applicable Environmental Aspect;
- (b) identification of all EPPs and CMPs applicable to each Environmental Aspect;
- (c) for each EPP and CMP, a description of the specific component(s) of the EPP or CMP that explain how the Contractor will meet the requirements of each Environmental Aspect;
- (d) confirmation of the Contractor's status of compliance with each specific component of each CMP and EPP described pursuant to Sections 2.6(a), 2.6(b) and 2.6(c) of this Schedule 7 [Environmental Obligations], during the applicable reporting period. Status of compliance will be classified as:

- (i) **“Compliant”** – meaning that the Contractor was in full compliance with respect to the specific component of the CMP or EPP at all times during the applicable reporting period;
 - (ii) **“Partially Met”** – meaning that the Contractor experienced one or more Nonconformities with respect to the specific component of the CMP or EPP during the applicable reporting period, but that at the end of the reporting period the Contractor was in full compliance with the specific component of the CMP or EPP; or
 - (iii) **“Non-Compliant”** – meaning that at the end of the reporting period, one or more Nonconformities with respect to a specific component of the CMP or EPP had not been rectified;
- (e) where the Contractor has “Partially Met”, or is “Non-Compliant” with respect to, a specific component of the CMP or EPP, the Contractor will include confirmation of the percentage of time during the applicable reporting period that each Nonconformity existed and identification of the Nonconformity Report applicable to each identified Nonconformity; and
 - (f) the signature of the Environmental Manager, confirming that the Environmental Aspect Register has been prepared in accordance with the requirements of this Schedule 7 [Environmental Obligations] and that the information reported is complete and accurate with respect to the applicable reporting period.

The Contractor will submit the Environmental Aspect Register concurrently with each Progress Payment Estimate, with a reporting period covering the month prior to the month covered by the applicable Progress Payment Estimate.

The initial Environmental Aspect Register submitted by the Contractor pursuant to this Section 2.6 will include, at a minimum, all of the Environmental Aspects and other information included in the form of Environmental Aspect Register attached as Appendix 7-2 [Form of Environmental Aspect Register], as well as any additional Environmental Aspects identified during the preparation of the GSS EMP that are applicable to the Contractor’s Work Area or the Work at the Site.

2.7 Updates to Form of Environmental Aspect Register

As the Work progresses the Contractor will review and update the form of Environmental Aspect Register, including the information referred to in Sections 2.6(a), 2.6(b) and 2.6(c) of this Schedule 7 [Environmental Obligations], to ensure that the form of Environmental Aspect Register at all times identifies all Environmental Aspects, all applicable CMPs and EPPs, and addresses any additional, or modified, requirements, including those resulting from changes to:

- (a) actual conditions encountered at the Site, including changes in biophysical conditions at the Site;
- (b) the Environmental Aspects; or
- (c) the Contractor’s means, methods, techniques, sequences or procedures for the performance of the Work.

Any proposed updates to the form of the Environmental Aspect Register will be submitted to Hydro’s Representative for Review.

2.8 Non-Performance

If unauthorized damage to the environment occurs, or threatens to occur, at any time during performance of the Work, then the Contractor will, except to the extent the damage or threatened damage was or will be caused directly by a BC Hydro Person, an Other Contractor or an event of Force Majeure, rectify that

damage or potential damage and comply with this Schedule 7 [Environmental Obligations] at no extra cost or expense to BC Hydro.

In addition to field-related (physical/chemical/biological) damage, unacceptable environmental performance may result from Nonconformities, including Non-compliances or other non-compliance with the Environmental Requirements or with any plans or procedures submitted by the Contractor under the Contract. In the event of any field-related or other unacceptable environmental performance, the Contractor will rectify such damage or unacceptable performance in accordance with the requirements of the Contract, including this Schedule 7 [Environmental Obligations] and the CEMP, at no extra cost or expense to BC Hydro.

3 SPECIFIC WORK MANAGEMENT REQUIREMENTS

Without limiting, and in addition to, the Contractor's other environmental obligations under the Contract and applicable Environmental Laws, the Contractor's obligations under Section 2 of this Schedule 7 [Environmental Obligations] include the following specific environmental Work management requirements:

3.1 Contractor's Environmental Personnel

3.1.1 Environmental Manager

At all times during the performance of the Work, the Contractor will employ a person as environmental manager for the performance of the Work (the "***Environmental Manager***"). The Environmental Manager will be a Key Individual and will have all of the qualifications of a QEP. In addition, the Environmental Manager will have experience and expertise, satisfactory to BC Hydro acting reasonably, in the management and coordination of environmental requirements on projects similar in size and complexity to the Project and the Work. Notwithstanding any provision of the Contract to the contrary, the Environmental Manager position will be full time, on Site, provided that whenever the Environmental Manager is not on Site for any reason, including "turn around" or other shift change, illness or vacation, the Contractor will ensure that another individual, having comparable or superior qualifications, and experience as the Environmental Manager, and acceptable to Hydro's Representative acting reasonably, is on-Site and performing the Environmental Manager's responsibilities.

The Environmental Manager will generally have responsibility for the Contractor's compliance with the Contractor's environmental obligations in the performance of the Work as set out in the Contract, including this Schedule 7 [Environmental Obligations] and the CEMP. The Environmental Manager's obligations will include:

- (a) overseeing and coordinating the Contractor's environmental resources, including Environmental Monitors, Environmental Coordinators and QEPs;
- (b) overseeing and coordinating the Contractor's environmental team to develop, approve, update and communicate the GSS Environmental Management Plan, including the CMPs, and EPPs as required by the Contract;
- (c) overseeing and coordinating the implementation of the requirements of each EPP and CMP in the performance of the Work;
- (d) reviewing, approving and signing all plans and procedures prepared by QEPs;
- (e) ensuring that all environmental reporting as required by this Schedule 7 [Environmental Obligations] meets all applicable requirements set out in the Contract;

- (f) coordinating and assisting with environmental communications and training, including training on emergency response procedures, Environmental Incident procedures and Stop Work Procedures;
- (g) preparing, maintaining and updating the Environmental Aspect Register as required by this Schedule 7 [Environmental Obligations];
- (h) coordinating with the Quality Manager as required to ensure that all of the Contractor's environmental obligations as set out in this Schedule 7 [Environmental Obligations] are performed in compliance with the Quality Management System, as applicable;
- (i) managing environmental inspection and monitoring activities;
- (j) analyzing environmental testing results, reporting the results to the Contractor's senior management team as necessary, and ensuring that any follow-up action that may be required is completed in a timely manner;
- (k) reviewing and approving environmental audit and Nonconformity Reports, and summarizing results and recommendations for the Contractor's senior management team to review;
- (l) reviewing and approving any proposed Corrections to resolve environmental Nonconformities, and, where applicable, any Corrective Actions to eliminate the root cause of environmental Nonconformities; and
- (m) ensuring prompt and effective rectification of any environmental Nonconformities in accordance with the "Accepted" Correction and, if applicable, Corrective Action; and
- (n) upon rectification of any environmental Nonconformities, signing the applicable Nonconformity Report to confirm:
 - (i) that the environmental Nonconformity has been rectified in accordance with the "Accepted" Correction; and
 - (ii) if applicable, that the root cause of the environmental Nonconformity has been eliminated in accordance with the "Accepted" Corrective Action.

3.1.2 Environmental Coordinator

The Contractor will engage an environmental coordinator (the "**Environmental Coordinator**") who will be required to facilitate implementation of environmental mitigation measures that the Contractor is required to undertake pursuant to this Schedule 7 [Environmental Obligations], including the following:

- (a) ensure that all applicable Environmental Requirements, EPPs and CMPs are integrated into the Contractor's construction means, methods, techniques, sequences and procedures for the Work;
- (b) coordinate environmental mitigation measures, including Water Management, wildlife, heritage and other Environmental Requirements as set out in the Contract, with the applicable Contractor Persons;
- (c) communicate with the Environmental Monitor(s), as required, to identify any perceived or anticipated environmental concerns and to ensure compliance with correct reporting procedures; and
- (d) participate in Contractor environmental training as described in Section 3.2.9 and 3.2.10 of this Schedule 7 [Environmental Obligations].

3.1.3 Environmental Monitors

The Contractor will engage one or more qualified monitors (each, an “**Environmental Monitor**”) to conduct the environmental monitoring described and required in each EPP and CMP. Each Environmental Monitor will have the qualifications of a QEP. The Contractor may employ environmental technicians to complete environmental monitoring Work, provided they are under the direct supervision of an Environmental Monitor. Environmental Monitors and any supervised environmental technicians employed for monitoring Work will:

- (a) perform any monitoring required in an EPP or CMP, and otherwise generally monitor the performance of the Work at the Site to confirm it is being performed in accordance with the requirements of the applicable EPP(s) and CMP(s);
- (b) prepare any environmental monitoring reports required by an applicable EPP or CMP; and
- (c) in the event that the Environmental Monitor or environmental technician observes any Work, or element of the Work, at the Site being conducted in breach of the applicable EPP(s) or CMP(s), immediately notify the Contractor’s designated person in accordance with the Stop Work Procedure. When an order to stop any of the Work is issued pursuant to the Stop Work Procedure, the Environmental Monitor will submit a report to BC Hydro and the Independent Environmental Monitor describing all of the particular circumstances of such breach, including the particular Work being performed at the time of the breach, the location and time of such breach, and the element of the EPP(s) or CMP(s) that was breached. If any Work or element of the Work is stopped pursuant to the Stop Work Procedure, the Contractor will not restart the particular Work except in accordance with the “Accepted” Stop Work Procedure.

The Contractor will use reasonable commercial efforts to engage members of local Aboriginal groups to perform the requirements of Section 2.3.1 [Environmental Monitors] of the CEMP.

Prior to an Environmental Monitor or environmental technician commencing any environmental monitoring of Work at the Site the Contractor will ensure that the Environmental Manager reviews with the Environmental Monitor or environmental technician the reporting procedures that the Environmental Monitor or environmental technician is to follow in the event of an Environmental Incident as described in Section 3.2.8 of this Schedule 7 [Environmental Obligations].

3.1.4 Qualified Environmental Professionals

Each QEP retained pursuant to Section 2.2 of this Schedule 7 [Environmental Obligations], the Environmental Manager retained pursuant to Section 3.1.1 of this Schedule 7 [Environmental Obligations] and each Environmental Monitor retained pursuant to Section 3.1.3 of this Schedule 7 [Environmental Obligations], must be:

- (a) an applied scientist or technologist who specializes in a relevant applied science or technology, including agrology, forestry, biology, engineering, geomorphology, geology, hydrology, hydrogeology or landscape architecture;
- (b) a member in good standing, registered with the appropriate professional association in British Columbia, acting under such association’s code of ethics and subject to disciplinary action by such association; and
- (c) reasonably relied on to provide advice within his or her area of expertise, through demonstrated suitable education, experience, accreditation and knowledge relevant to his or her field.

3.2 Procedural Requirements

3.2.1 Review of Environmental Requirements

The Contractor will ensure that each QEP reviews, and is knowledgeable of, the Environmental Aspects, the CEMP and this Schedule 7 [Environmental Obligations] and that each QEP identifies the Environmental Requirements that may be applicable to the scope of Work to be performed at the Site.

Where a QEP identifies an error, inconsistency or omission in the CEMP or in this Schedule 7 [Environmental Obligations], the provisions of Section 3.8 of Schedule 2 [General Conditions] will apply, and the Contractor will include with its notice under that Section a proposed resolution of the error, inconsistency or omission, complete with rationale and supporting data.

3.2.2 Requirement for Work on Site

Subject to Section 4.8.1 of this Schedule 7 [Environmental Obligations], the Contractor will not perform any element of the Work on the Site unless the GSS EMP and each applicable CMP and EPP has been:

- (a) identified, prepared and submitted to BC Hydro;
- (b) reviewed and found to be Satisfactory by the Independent Environmental Monitor; and
- (c) returned with an endorsement confirming that BC Hydro has no objection,

in accordance with Section 3.2.3 of this Schedule 7 [Environmental Obligations].

The Contractor will perform all Work at the Site in accordance with the provisions of the GSS EMP and the applicable CMPs and EPPs.

3.2.3 Process for Submission, Review and Acceptance of Environmental Submittals

Upon receipt of each GSS EMP, CMP and EPP, Hydro's Representative will review the applicable Environmental Submittal in accordance with Schedule 5 [Submittals Procedure], provided that:

- (a) the time for BC Hydro's review under Schedule 5 [Submittals Procedure] will be 14 days, which for clarity does not include any time taken by the Independent Environmental Monitor to complete his or her review in accordance with Section 3.2.3(c) of this Schedule 7 [Environmental Obligations];
- (b) when Hydro's Representative is satisfied that, subject to any noted comments, conditions or objections, he or she has not observed any aspect or element of the applicable Environmental Submittal that does not comply with Contract, including this Schedule 7 [Environmental Obligations] and the CEMP, BC Hydro will endorse the applicable Environmental Submittal with a "Conditional Code 1" or "Conditional Code 2", as applicable, and submit the Environmental Submittal to the Independent Environmental Monitor for review and comment in accordance with this Section 3.2.3; and
- (c) if the Independent Environmental Monitor:
 - (i) requests further information, data or documents in support of an Environmental Submittal, the Contractor will promptly provide the requested information, data or documents to BC Hydro and BC Hydro will submit the requested information, data or documents to the Independent Environmental Monitor;

- (ii) finds an Environmental Submittal endorsed with a “Conditional Code 1” to be Satisfactory, then BC Hydro will promptly revise the endorsement to Code 1 and return the applicable Environmental Submittal to the Contractor, in accordance with Schedule 5 [Submittals Procedure];
- (iii) provides comments on, or questions with respect to, an Environmental Submittal endorsed with a “Conditional Code 1,” then BC Hydro will revise the endorsement to a Code 2, and return the Environmental Submittal to the Contractor, in accordance with Schedule 5 [Submittals Procedure]. For clarity, the Contractor will not proceed with any portion of the Work that is affected by the outstanding comments, questions or conditions until the comments, questions or conditions have been addressed and the applicable Environmental Submittal has been resubmitted and returned endorsed Code 1;
- (iv) finds an Environmental Submittal endorsed with a “Conditional Code 2” to be Satisfactory, then BC Hydro will promptly revise the endorsement to Code 2 and return the Environmental Submittal to the Contractor in accordance with Schedule 5 [Submittals Procedure]. For clarity, the Contractor will not proceed with any portion of the Work which is affected by the outstanding comments, questions or conditions until the comments, questions or conditions have been addressed and the Environmental Submittal has been resubmitted and returned endorsed Code 1; or
- (v) finds an Environmental Submittal endorsed with a “Conditional Code 1” or a “Conditional Code 2” not to be Satisfactory, the Contractor will not proceed with any portion of the Work covered by the applicable Environmental Submittal and the Contractor will promptly revise and re-submit the applicable Environmental Submittal to Hydro’s Representative for Review. The provisions of this Section 3.2.3, including resubmission of the Environmental Submittal to the Independent Environmental Monitor, will apply to the Review of the revised and re-submitted Environmental Submittal.

For clarity, any delay resulting from a request for further information, data or documents by the Independent Environmental Monitor or resulting from the Independent Environmental Monitor finding an Environmental Submittal not to be Satisfactory, will be a Contractor Delay.

3.2.4 Acknowledgment of the Role of the Independent Environmental Monitor

The Contractor acknowledges that BC Hydro has retained the Independent Environmental Monitor in relation to the Project and that in addition to the Independent Environmental Monitor’s responsibilities set out in Appendix 2-7 [Leave to Commence], the Independent Environmental Monitor is also responsible for monitoring the environmental impacts of the Project on behalf of, and reporting to, applicable Governmental Authorities, as described in the CEMP.

3.2.5 Not Used

3.2.6 Weekly Environmental Monitoring Report

The Contractor will cause the Environmental Manager or an Environmental Monitor to prepare a weekly environmental monitoring report (each, a “**Weekly Environmental Monitoring Report**”) to summarize the Contractor’s environmental performance during the previous week. Each Weekly Environmental Monitoring Report will:

- (a) be submitted to BC Hydro within one week of the end of the applicable reporting period;
- (b) comply with the requirements of Section 2.4.2 of the CEMP and contain the information required by, and be prepared using, the “Site C Clean Energy Project Weekly Environmental Monitoring Report Example” template included as Appendix M of the CEMP;

- (c) be signed by the Environmental Manager and submitted to Hydro's Representative on the second Business Day of the week following the week subject to the reporting; and
- (d) contain the following:
 - (i) identification of all environmental activities performed on Site, including all active CMPs and EPPs;
 - (ii) confirmation that all environmental Work has been completed or supervised by the appropriate QEP and that the Work has been:
 - (A) completed in compliance and conformance with the requirements of the Contract, including this Schedule 7 [Environmental Obligations], the CEMP and the applicable CMP and EPP procedures; or
 - (B) completed in compliance and conformance with the requirements of the Contract, including this Schedule 7 [Environmental Obligations], the CEMP and the applicable CMP and EPP procedures, subject to the specific Nonconformities and Non-compliances identified in the report;
 - (iii) a description of any Nonconformities that occurred, including details of the occurrence, actions taken or recommended, target completion dates for actions any other pertinent comments;
 - (iv) confirmation that the GSS EMP, including the CMPs, and each EPP remain compliant with the requirements of the Contract, including this Schedule 7 [Environmental Obligations], and the CEMP, including the Environmental Requirements, as they may have been modified;
 - (v) identification of any need for updates to the GSS EMP, any CMPs, any EPPs or other environmental procedures to ensure any environmental exposures are identified and managed;
 - (vi) a summary of all environmental training, including all Environmental Overview Training, Pre-Work Orientation and Environmental Tailboard Meetings;
 - (vii) a summary of the performance of the Water Management system, including water volumes processed and results of periodic testing;
 - (viii) a summary of waste management activities on Site, including volumes processed and confirmation of where the waste materials were directed; and
 - (ix) photo documentation, as appropriate.

3.2.7 Environmental Completion Reports

The Contractor will, within 15 days after completion of the performance of the Work, or element of the Work, at the Site to which an EPP relates, submit to BC Hydro and to the Independent Environmental Monitor a report prepared by an Environmental Monitor using the template and format specified by BC Hydro, which will, at a minimum, include the following:

- (a) a summary of the applicable Work activities at the Site;
- (b) a summary of the environmental management activities completed during the performance of the applicable Work at the Site;

- (c) a description of any environmental Nonconformities, Non-compliances and other issues encountered during performance of the applicable Work at the Site, and the management and mitigation measures used to resolve those Nonconformities, Non-compliances and other issues;
- (d) a signature from the appropriate QEP indicating that all Nonconformities, Non-compliances and any associated issues have been managed in accordance with the Contract, including this Schedule 7 [Environmental Obligations] and the CEMP; and
- (e) representative Site photographs.

3.2.8 General Environmental Incident Reporting Procedure

The Contractor will establish general environmental reporting procedures to be followed by all Contractor Persons in the event of an Environmental Incident, including reporting to the applicable QEP and to the Contractor's Representative. The Contractor's general Environmental Incident reporting procedures must comply with Section 2.5 [Environmental Incidents] of the CEMP.

Subject to Section 4.8.1 of this Schedule 7 [Environmental Obligations], within 60 days of the Effective Date and in any event before commencing performance of any Work on the Site, the Contractor will submit its general environmental reporting procedure to BC Hydro for Review (provided that the time for BC Hydro's review of the general environmental incident reporting procedure under Schedule 5 [Submittals Procedure] will be 14 days). Individual CMPs and EPPs will also include additional specific Environmental Incident reporting procedures, as applicable to the particular subject.

In the event of an Environmental Incident, the Contractor will, in addition to, and without limiting Schedule 8 [Quality Management]:

- (a) immediately report the Environmental Incident to BC Hydro and to the Independent Environmental Monitor and will, within five Business Days or such longer time as the circumstances may reasonably require, deliver to BC Hydro and to the Independent Environmental Monitor a written Environmental Incident report which includes, to the extent applicable to the Environmental Incident:
 - (i) photo documentation of the Environmental Incident; and
 - (ii) descriptions of:
 - (A) the cause and nature of the Environmental Incident;
 - (B) the approximate magnitude and duration of the Environmental Incident;
 - (C) the area or habitat affected by the Environmental Incident;
 - (D) the environmental resources affected by the Environmental Incident;
 - (E) the results of any sample analyses taken in conjunction with the Environmental Incident;
 - (F) mitigation measures taken to control or limit the activity causing the Environmental Incident;
 - (G) additional proposed Corrections or remedial actions recommended to address the Environmental Incident. The proposed Corrections or remedial action plans will include a signed statement from a QEP confirming he or she has reviewed the proposed Corrections or remedial action plans and considers them to be

appropriate, having a realistic schedule for completion and compliant with the requirements of the Contract, including this Schedule 7 [Environmental Obligations], and the CEMP;

- (H) communications held with Project personnel with respect to the Environmental Incident;
 - (I) communications with any third parties with respect to the Environmental Incident; and
 - (J) the collection and analyses of samples which were required to characterize the extent and nature of the Environmental Incident;
- (b) if the Environmental Incident is required under any applicable Laws or Permits to be reported to a Governmental Authority, immediately complete such report in accordance with the requirements of the applicable Laws or Permits and provide a concurrent copy of such report to Hydro's Representative; and
- (c) include details of the Environmental Incident in:
- (i) the applicable Weekly Environmental Monitoring Report; and
 - (ii) the Environmental Aspects Register.

Without limiting Section 3.2.8(a) of this Schedule 7 [Environmental Obligations], the Contractor will, in reporting an Environmental Incident, use the incident report form set out in Appendix 7-1 [Contractor Environmental Incident Report Form], or such other form as Hydro's Representative may require from time to time.

3.2.9 Environmental Overview Training

Prior to commencing the performance of the Work, or an element of the Work, at the Site, the Contractor will hold, and will cause its field managers, crew supervisors, Environmental Monitors and environmental technicians and the Environmental Coordinator to attend an environmental overview and training workshop (the "**Environmental Overview Training**"), which will include the following, as applicable to the scope of the Work at the Site:

- (a) the requirements of the CMPs, EPPs and any other Environmental Requirements applicable to the scope of the Work;
- (b) the roles and responsibilities of BC Hydro, the Contractor, the Environmental Manager, the Environmental Coordinator, the QEP(s), and the Environmental Monitors;
- (c) environmental mapping of Environmentally Sensitive Areas;
- (d) procedures for reporting of Environmental Incidents and emergencies; and
- (e) any additional content that Hydro's Representative considers to be relevant to the scope of the Work at the Site.

The Contractor will ensure that any new or replacement Contractor Personnel performing a role requiring Environmental Overview Training receives Environmental Overview Training prior to commencing Work on the Site. Confirmation of completion of the Environmental Overview Training, including a listing of the specific Contractor Personnel involved, will be recorded in the applicable Weekly Environmental Monitoring Report.

3.2.10 Pre-Work Orientation

The Contractor will hold, and will cause all Contractor Personnel who will be responsible for conducting, coordinating, monitoring, supervising or managing any Work at the Site, to attend, a pre-work orientation meeting (a “**Pre-Work Orientation**”) prior to commencing the performance of the Work, or an element of the Work, at the Site to inform such Contractor Personnel of the site-specific environmental requirements set out in the applicable CMP(s) and EPP(s). The Contractor will ensure that each such Contractor Personnel attends a Pre-Work Orientation for each of the CMPs and EPPs under which they have responsibility for conducting, coordinating, monitoring, supervising or managing any Work at the Site.

The Contractor will include:

- (a) details of the material reviewed during each Pre-Work Orientation;
- (b) details of attendance at each Pre-Work Orientation; and
- (c) a confirmation that all Contractor Personnel responsible for conducting, coordinating, monitoring, supervising or managing any Work at the Site has completed the Pre-Work Orientation,

in the applicable Weekly Environmental Monitoring Report.

3.2.11 Environmental Tailboard Meetings

The Contractor will, prior to commencing the performance of the Work, or an element of the Work, at the Site, and daily thereafter, hold field crew environmental tailboard meetings (each, an “**Environmental Tailboard Meeting**”) to discuss information including the following, as applicable:

- (a) Environmentally Sensitive Areas, potential effects and applicable mitigation measures;
- (b) the requirements of the applicable CMPs and EPPs; and
- (c) construction activities planned.

The Contractor will document all Environmental Tailboard Meetings in the applicable Weekly Environmental Monitoring Report.

4 SPECIFIC TECHNICAL REQUIREMENTS

Without limiting, and in addition to, the Contractor’s other environmental obligations under the Contract and applicable Environmental Laws, the Contractor’s obligations under Section 2 of this Schedule 7 [Environmental Obligations] include the following specific environmental technical requirements:

4.1 Heritage

Prior to the commencement of the Work at the Site, BC Hydro intends to complete all required archaeological excavations in accordance with the requirements of the *Heritage Conservation Act* (British Columbia), and any other planned mitigation of heritage resources that are located within known heritage sites.

4.1.1 Heritage Specialist

BC Hydro will retain a heritage management firm (the “**Heritage Specialist**”). BC Hydro will instruct the Heritage Specialist to complete all activities as required to obtain and comply with a Permit (each, an “**Alteration Permit**”) issued under Section 12 of the *Heritage Conservation Act* (British Columbia).

The Contractor will, as part of the Work, cooperate with the Heritage Specialist in the preparation of CMPs and EPPs so as to include heritage requirements, if any, applicable to the scope of Work covered by the applicable CMP or EPP. Such requirements may be as set out in the CEMP, or as specified in an Alteration Permit, and could include heritage surface inspection or heritage monitoring as described in Section 4.1.3 of this Schedule 7 [Environmental Obligations], or archaeological excavations to recover artifacts.

4.1.2 Template for Heritage EPP Requirements

For the Contractor's consideration, BC Hydro has prepared a template document outlining the heritage requirements anticipated to be included in the Heritage Resources Management Plan and each applicable EPP. The template is entitled "Heritage Section of Environmental Protection Plan" and is included as Appendix B of the "Site C Environmental Protection Plan (EPP) Development Guidance", a copy of which is included in the Data Room (Data Room ID# 1016.REF.01254). This template is a reference document only and is expressly not included as part of the Contract, and will not be referred to in any way whatsoever, in whole or in part, in the interpretation of the Contractor's obligations under the Contract.

4.1.3 Surface Inspections and Monitoring

If the Work includes stripping, grubbing or excavation of the top 0.6 m soil horizon within known archaeological sites, as shown on the then current Archaeological Site shapefile located in the Data Room (Data Room ID# 1016.REF.00986), then:

- (a) if the Work will be performed in an area that is free of snow, the Heritage Specialist will complete archaeological surface inspections (survey and collection of artifacts) after the completion of the stripping, grubbing or excavation of the top 0.6 m soil horizon; and
- (b) if the Work will be performed in an area that is not free of snow, and the Contractor wishes to proceed with stripping, grubbing or excavation of the top 0.6 m soil horizon during snow covered conditions, then BC Hydro will retain a qualified environmental professional to monitor such Work as it proceeds, subject to the requirements of an applicable Alteration Permit, and during the course of such Work, for the purpose of paleontological mitigation, the Contractor will cooperate with the Heritage Specialist to accommodate BC Hydro's qualified environmental professional to conduct periodic surface inspection and collection of paleontological resources.

4.1.4 Schedule Impacts of Heritage Requirements

Accommodating the requirements of Section 4.1 of this Schedule 7 [Environmental Obligations] will be a part of the Work and will not entitle the Contractor to make a claim for additional compensation or an extension of time for the performance of the Work, except if the heritage requirements differ from what would have been apparent to a qualified and experienced contractor upon review of the Contract and inspection of the Site as of the date the Contractor submitted its "Financial Submission" under RFP #6374 to BC Hydro, in which case the provisions of Section 5.1 of Schedule 2 [General Conditions] will apply.

If the Contractor anticipates delays associated with archaeological excavations, surface inspection and collection of paleontological resources it will notify Hydro's Representative in advance of such archaeological excavations, surface inspections or paleontological mitigation proceeding.

4.1.5 Chance Finds

During the performance of the Work, the Contractor will be responsible for implementing heritage chance find procedures in accordance with BC Hydro's Heritage Resources Management Plan referred to in Section 2.1(f)(xvi) of this Schedule 7 [Environmental Obligations] and the Contractor's applicable CMP(s) and EPP(s).

Notwithstanding this Section 4.1.5 of this Schedule 7 [Environmental Obligations], in the event that a chance find is discovered at the Site the Contractor will be entitled to claim a Change pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1 of Schedule 12 [Changes] will be to submit a Change Report to Hydro's Representative promptly upon the Contractor's discovery of the chance find at the Site.

4.2 Water Management

The Contractor is responsible for the Water Management, including the design, management and control of surface runoff water, Contact Water and Non-Contact Water, keeping the Contractor's Work Area dry and dewatered in compliance with the Drawings and as set out in the Contract, and decommissioning of all facilities, structures and processes used for Water Management, in accordance with the requirements of Section 4.2.1 of this Schedule 7 [Environmental Obligations].

The Water Management systems will be designed and operated to permit the uninterrupted execution of Work, including excavation, foundation preparation, concreting, and construction of fills and structures in conformity with the Contract and in the dry, and to prevent the erosion of materials in the Contractor's Work Area and surrounding environment during the execution of the Work. All water discharged from the Water Management systems will be in accordance with the Environmental Requirements, including Environmental Laws, the requirements of this Schedule 7 [Environmental Obligations], the CEMP and the Environmental Aspects.

For the Contractor's consideration, BC Hydro has provided a reference document entitled: "Site C Clean Energy Project Temporary Water Management Concept Layout for Generating Station and Spillways" (Data Room ID# 1016.REF.01267). The Site C Clean Energy Project Temporary Water Management Concept Layout for Generating Station and Spillways is a reference document only and is expressly not included as part of the Contract, and will not be referred to in any way whatsoever, in whole or in part, in the interpretation of the Contractor's obligations under the Contract.

4.2.1 Water Management Plan

The GSS EMP will contain a Component Management Plan with respect to Water Management (the "**Water Management Plan**"). The Water Management Plan will be prepared by an appropriately qualified and experienced QEP and will contain the following:

- (a) a detailed Water Management system plan ("**Water Management System Plan**"), which will:
 - (i) describe the proposed Water Management system, including all design details, calculations, methods, sequences, schedules, equipment, materials and Dewatering facilities (both temporary and permanent), to be used to manage water in and around the Contractor's Work Area. The proposed Water Management system must not use any equipment, including pumps or oil-water separators, installed by Other Contractors;
 - (ii) describe how the Water Management System Plan will be updated by the QEP as the Work progresses and activities evolve. All proposed updates to the Water Management System Plan will be submitted to Hydro's Representative for Review;
 - (iii) describe in detail the Water Management system and its components. The Water Management system and components will be required to meet the following requirements:
 - (A) divert all Non-Contact Water away from the Contractor's Work Area to the Peace River or Moberly River, in accordance with the Environmental Requirements, including Environmental Laws, the requirements of this Schedule 7 [Environmental Obligations], the CEMP and the Environmental Aspects, and so

that it does not come into contact with waste, foreign matter, PAG shale bedrock or TSS generating materials. Diverted Non-Contact Water will not be directed so as to complicate or become the responsibility of Other Contractors or operations in the vicinity of the Contractor's Work Area;

- (B) have sufficient capacity to divert all Non-Contact Water, and to collect and treat all Contact Water, in accordance with the Environmental Requirements, including Environmental Laws, the requirements of this Schedule 7 [Environmental Obligations], the CEMP and the Environmental Aspects;
- (C) be designed in accordance with the design criteria shown in Table 4.2.1 [Surface Drainage Design Criteria] and so as to ensure that all discharge water meets the water quality criteria as specified in the Environmental Requirements, including those specified in the CEMP;

Table 4.2.1 - Surface Drainage Design Criteria

Structure	Short-term Structure Return Event
Non-Contact Water Diversion	1 in 10 year – 24 hour peak flow
Contact Water Collection Ditch	1 in 10 year – 24 hour peak flow
Sediment Pond (if used)	Guidance for Assessing the Design, Size and Operation of Sediment Ponds used in Mining (MOE 2015)
Retention Pond (if used)	Storage of the 1 in 10 year 24 hour event runoff volume
Water Treatment	To achieve the discharge water quality criteria as specified in the CEMP

- (D) have sufficient capacity to manage receiving flows from all catchments connected to the Contractor's Work Area;
- (E) be fully operational in all weather conditions, year-round;
- (F) include control and sampling points and ensure all Permits are in place and all approvals identified in the Environmental Requirements have been obtained before any water, Contact Water or Non-Contact Water, is discharged;
- (G) collect, monitor, isolate and treat all Contact Water and Dewatering flows that do not meet water quality criteria, including cement, concrete, PAG and hydrocarbon contaminated water;
- (H) include all necessary equipment, including pumps, valves, piping, control systems, and electrical power required to collect, manage, treat, and dispose of water that is collected by any temporary Drainage Piping from the generating station and spillway work areas. This equipment will not interfere with the installation, commissioning, or operation of the permanent Drainage Piping;
- (I) include a water treatment plant of a type and capacity sufficient to achieve the discharge water quality criteria specified in the Environmental Requirements, including those specified in the CEMP. The water treatment plant equipment will be designed to treat for ARD/ML and TSS and will have sufficient capacity to manage the design flow rates and provide storage (such as through sumps, ponds and/or storage tanks) sufficient to meet the TSS requirements; and

- (J) include, for any required storage facilities, liners to prevent leakage to, and contamination of, surrounding areas and filter materials consisting of crushed and washed stone or clean (NPAG) and sieved Granular Materials; and
- (iv) include a detailed Water Management system operation and maintenance plan that identifies all additional equipment, personnel and materials required to ensure the ongoing operation and maintenance of the Water Management system through to Total Completion;
- (b) a Water Management Inspection and Test Plan (the “**Water Management Inspection and Test Plan**”), which will set out the inspection, sampling, monitoring and testing protocols and procedures that the Contractor will implement to ensure the effectiveness of the Water Management system. The Water Management Inspection and Test Plan will include:
 - (i) assignment of sufficient personnel with the experience and qualifications necessary for monitoring for the required system performance;
 - (ii) weekly sampling and testing of samples from all surface discharge points;
 - (iii) monitoring the Contractor’s Work Area to ensure dry conditions; and
 - (iv) documenting the results of all flow monitoring and sample testing results in each Weekly Environmental Monitoring Report.

The Water Management Inspection and Test Plan will be prepared in accordance with the Inspection and Test Plan requirements specified in Section 5.3 of Schedule 8 [Quality Management]; and

- (c) a detailed plan for the decommissioning and restoration of all temporary Water Management system areas, equipment and facilities and for providing any permanent components of the Water Management system in a condition that is in compliance with Section 01 55 00 of Appendix 6-2 [Technical Specifications].

4.3 Erosion Prevention and Sediment Control

The GSS EMP will contain a Component Management Plan with respect to Erosion Prevention and Sediment Control (the “**Erosion Prevention and Sediment Control Plan**”). This plan will cover the management of soil, site restoration and revegetation for the Contractor’s Work Area, in accordance with the CEMP (Section.4.4, Appendix I [Water Management, Erosion Prevention and Sediment Control Plan], Appendix J [BC Hydro Erosion and Sediment Control Program] and Appendix H [Soil Management, Site Restoration and Revegetation Plan]). The Erosion Prevention and Sediment Control Plan will be prepared by a QEP with appropriate qualifications and experience in erosion prevention and sediment control (the “**QP-CPESC**”).

In addition to meeting the requirements of this Section 4.3, the QP-CPESC will sign-off to confirm that:

- (a) the Erosion Prevention and Sediment Control Plan, including all erosion prevention and sediment control plans, procedures and installations, are in conformance with the CEMP; and
- (b) that installation of erosion prevention and sediment control measures was overseen by the QP-CPESC and that the quality of installation of the erosion prevention and sediment control measures conform to the requirements of the CEMP and the Erosion Prevention and Sediment Control Plan.

The Contractor will ensure at all times that it meets all erosion prevention and sediment control installation dates, inspection dates and maintenance dates established by the QP-CPESC in the Erosion Prevention and Sediment Control Plan.

4.4 Waste Management

The GSS EMP will contain a Component Management Plan in respect of waste management (the “**Waste Management Plan**”), in accordance with Section 4.16 [Waste Management] of the CEMP. The Waste Management Plan will outline the mechanisms to be used to identify all waste materials to be created on or imported to the Contractor’s Work Area. The Waste Management Plan will be prepared by an appropriately qualified and experienced QEP and will include the identification of each EPP or other plans and procedures that will be developed in accordance with CCA 81 – 2001 “A Best Practices Guide to Solid Waste Reduction” (Canadian Construction Association, 2001).

4.4.1 Disposal of Waste Materials

The Contractor will prepare a section in the Waste Management Plan or a section in applicable EPPs describing the temporary storage and disposal of project-related waste, including domestic and hazardous waste and identification of waste management strategies to manage effects on or work in cooperation with landfills, recycling depots and other waste handling facilities in the region, in accordance with Section 4.4 of this Schedule 7 [Environmental Obligations].

4.4.2 Waste Containers

The Contractor acknowledges that it is aware of the special sensitivities of Governmental Authorities concerning proper use of waste containers and that it has reviewed the Site C Enforcement Order, issued under Section 34 of the *Environmental Assessment Act* (British Columbia) and dated June 24, 2016 (<https://www.sitecproject.com/sites/default/files/Site-C-Enforcement-Order-Under-Section-34-Environmental-Assessment-Act-June-24-2016-1.pdf>).

Before commencing the performance of any Work, or element of the Work, at the Site, the Contractor will ensure that:

- (a) all appropriate waste containers are available and in place, including animal-proof containers for management of food scraps and any other attractants. Animal-proof containers will be of all metal construction, purpose-built, and with protected bear-proof latch covers;
- (b) proper signage is in place on the containers, clearly indicating the contents (waste paper, beverage containers, organics, etc.);
- (c) recyclable materials are at all times kept separated from general garbage and other sources of contamination; and
- (d) all Contractor Personnel engaged in the applicable Work have received training on the appropriate use of the different types of waste containers;
- (e) all waste containers, including their use, will be inspected weekly and that compliance with the applicable CMP(s) and EPP(s) will be reported in each Weekly Environmental Monitoring Report,

all, in accordance with the Waste Management Plan and each applicable EPP.

4.4.3 Hazardous Waste Materials

The Waste Management Plan and any EPP(s) requiring detail in respect of the management of Hazardous Substances, including hazardous waste, will comply with the Hazardous Waste Legislation

Guide (BCMOE 2005), Section 4.8 of the CEMP and the requirements of Section 9 of Schedule 10 [Safety].

4.4.4 Oil Containment

The Contractor will include in the Waste Management Plan and each applicable EPP, requirements for mandatory, purpose-built, spill containment trays under all vehicles and other oil-containing equipment that: (1) will be stationary for greater than 24 hours; or (2) has the potential for oil or other contaminant leaks to contact the ground.

The Waste Management Plan and each applicable EPP will include requirements for:

- (a) spill containment trays to be emptied of rainwater daily during periods of rain;
- (b) twenty percent (20%) of all oil-containing vehicles and equipment in the Contractor's Work Area to be inspected weekly by Environmental Monitors, so that 100% of oil containing vehicles and equipment in the Contractor's Work Area are inspected at least once every five weeks, to ensure their clean and leak free condition;
- (c) the Contractor to promptly remove or repair any oil-containing vehicles or equipment found to be leaking;
- (d) NOT USED; and
- (e) any oil-containing vehicles or equipment requiring removal or repair for leaks will be recorded in the applicable Weekly Environmental Monitoring Report.

4.4.5 Use of Biodegradable Hydraulic Fluids

The Contractor will use readily biodegradable hydraulic fluids in equipment installed or operating within or above water, unless an effective secondary oil-containment system, acceptable to Hydro's Representative acting reasonably, is installed to isolate the equipment and contain any potential fluid leaks. This provision is not intended to apply to vehicles and equipment in transit across established roads and bridges.

4.5 Air Quality Management

The GSS EMP will contain a Component Management Plan in respect of the elements of the Work that may impact air quality (the "**Air Quality Management Plan**"). The Air Quality Management Plan will address the management and control of emissions of fine particulate matter, dust and smoke, to reduce potential effects on human health elements of the Work, and will comply with and implement the applicable requirements of Appendix 10-3 [Air Quality] and the CEMP, including:

- (a) Section 4.1 [Air Quality Management] of the CEMP;
- (b) Appendix A [Smoke Management Plan] of the CEMP; and
- (c) Appendix B [Air Quality Monitoring Program] of the CEMP.

BC Hydro will monitor ambient air quality in the general vicinity of the Project, and report the monitoring results, in accordance with the Appendix B [Air Quality Monitoring Program] of the CEMP. BC Hydro will make the results of its monitoring available to the Contractor upon request.

4.6 Wildlife

4.6.1 Bird Nesting

The Contractor will prepare a section of the GSS EMP describing a procedure for conducting bird nest surveys within the Contractor's Work Area. The Contractor's bird nesting survey procedure will comply with:

- (a) Good Industry Practice;
- (b) the requirements of all applicable Laws;
- (c) the methodology described in CWS (Environment Canada 2016a), provincial Best Management Practices (BC MFLNRO 2013 and 2014), and bird nest survey methodology produced for similar development projects in British Columbia (BC EAO 2016); and
- (d) the document entitled "Methodology to determine the presence of active bird nests for the Site C Clean Energy Project area", a copy of which is available in the Data Room (Data Room ID# 1016.REF.01256).

4.6.2 Bird Nesting EPPs

Since the Work includes the clearing of borrow and other areas, the Contractor will ensure that the Wildlife Management Plan and any EPPs prepared to deal with clearing and/or debris disposal contains a bird nesting section. The bird nesting section of the Wildlife Management Plan and each applicable EPP will be prepared by an appropriately qualified and experienced QEP and will be guided by information referred to in Section 4.6.1 of this Schedule 7 [Environmental Obligations] and include requirements for:

- (a) performance of bird nest surveys in accordance with the "Accepted" bird nest survey procedures; and
- (b) procedures for identification and for ensuring compliance with the applicable survey and work window(s).

The Contractor will account for, and show, the timing for the surveys and applicable survey and work window(s) in the Work Program and Schedule.

4.7 Invasive Weed Management

The Contractor acknowledges that:

- (a) it is aware of the regulatory Order for the Site C Environmental Assessment Certificate E14-02 (<https://www.sitecproject.com/sites/default/files/Site-C-Section-34-Order-Invasives-March-2017.pdf>), indicating the requirement for an Invasive Weed Mitigation and Adaptive Management Plan; and
- (b) BC Hydro has prepared the "Site C Invasive Weed Management & Adaptive Management Plan", a copy of which is included as Appendix K of the CEMP, to address the regulatory Order referenced in Section 4.7(a) of this Schedule 7 [Environmental Obligations].

The Contractor will not be responsible for implementation of the Site C Invasive Weed Management & Adaptive Management Plan within the Contractor's Work Area; however, the Contractor will, at no additional cost or expense to BC Hydro, provide access to all areas of the Contractor's Work Area as, and when, necessary to permit BC Hydro and Other Contractors to perform invasive weed inventories and management activities. BC Hydro anticipates that invasive weed inventory and management activities,

within the Contractor's Work Area, will occur on a semiannual basis. BC Hydro will make commercially reasonable efforts to provide the Contractor with at least 30 days advance notice with respect to the scheduled dates and times of such invasive weed inventory and management activities.

Although the Contractor is not responsible for implementation of the Site C Invasive Weed Management & Adaptive Management Plan within the Contractor's Work Area, the Contractor will ensure that the Vegetation and Invasive Plant Management Plan and each applicable EPP contains a section in respect of invasive weed mitigation and adaptive management which complies with the applicable requirements of Section 4.15 of the CEMP, subject to the following exceptions:

- (c) the Contractor will not be required to appoint a specialist "Qualified Professional", as defined in the regulatory Order referenced in Section 4.7(a) of this Schedule 7 [Environmental Obligations] to manage the implementation of the Vegetation and Invasive Plant Management Plan or the applicable EPP(s);
- (d) the Contractor will not be responsible for management of invasive plants and noxious weeds in accordance with the BC Hydro Pest Management Plan or as per the specifications contained within the July 2017 version of the Invasive Weed Mitigation and Adaptive Management Plan;
- (e) the Contractor will not be required to address measures to control invasive plants, manage established invasive species populations and prevent invasive species establishment in its CMP(s) and EPP(s);
- (f) the Contractor will not be required to address the avoidance/minimization of the use of herbicides or pesticides in areas that could impact species at risk, at-risk and sensitive ecological communities and rare plants in its CMP(s) and EPP(s); and
- (g) the Contractor will not be required to comply with Appendix K of the CEMP.

Without limiting the preceding paragraph of this Section 4.7, the Contractor will ensure that the Vegetation and Invasive Plant Management Plan and each applicable EPP contains a requirement that all invasive weeds and any soil containing invasive weed seeds are removed from any vehicles, equipment and personnel that come into contact with such material, prior to leaving the area where such contact occurred, so that invasive weeds and any soil containing invasive weed seeds are not transported from one area containing invasive weed populations to any other area. BC Hydro will provide wash stations at the locations, and during the periods, described in Section 4.10 of Appendix 2-4 [Site Access, Conditions and Services].

The Contractor will be permitted to use the BC Hydro provided wash stations for the purpose of removing invasive weeds and soil containing invasive weed seeds from contaminated vehicles, equipment and personnel; however, the Contractor will be responsible to provide its own vehicle, equipment and personnel cleaning facilities whenever and wherever the BC Hydro provided wash stations are not available at a location, or during a period of time, required by the Contractor for compliance with the Vegetation and Invasive Plant Management Plan and the applicable EPPs.

4.8 Early Site Work

4.8.1 Early Mobilization

Notwithstanding Sections 2.3.2, 2.4.2, 2.6, 3.2.2 and 3.2.8 of this Schedule 7 [Environmental Obligations], the Contractor will be permitted to commence performing specified Work on the Site prior to BC Hydro having returned the:

- (a) GSS Environmental Management Plan;

- (b) Component Management Plans; and
- (c) Environmental Aspect Register,

with an endorsement confirming that Hydro's Representative has no objection in accordance with Section 3.2.3 of this Schedule 7 [Environmental Obligations], provided that:

- (d) the applicable Work is covered by an EPP(s), prepared and submitted by a QEP(s) in accordance Section 2.4.1 of this Schedule 7 [Environmental Obligations] (the "**Early Mobilization EPP**");
- (e) the Early Mobilization EPP has been returned with an endorsement confirming that Hydro's Representative has no objection in accordance with Section 3.2.3 of this Schedule 7 [Environmental Obligations]; and
- (f) the Contractor complies with and implements the Early Mobilization EPP in respect of such Work.

4.8.2 Preliminary Site Sweep

In advance of any Work, or element of the Work, on the Site, the Contractor will employ an appropriate QEP to undertake a preliminary site sweep or survey to identify any areas of particular sensitivity (such as newly-discovered heritage sites, sensitive wildlife habitat, rare/endangered plants, etc.) that could impact the performance of the Work. The preliminary sweep or survey will include all areas that have been previously identified by BC Hydro or an Other Contractor in connection with other Project activities and contracts, to the extent disclosed to the Contractor or visually marked on the Site.

The QEP will:

- (a) delineate and flag in the field any Environmentally Sensitive Areas using appropriate methods and materials;
- (b) provide to Hydro's Representative documentation of any Environmentally Sensitive Areas located and provide photos and legends of the different types of flagging use to delineate such areas;
- (c) hang posters of the flagging nomenclature at all applicable locations within the Contractor's Work Area;
- (d) review the need for further sweeps or surveys each week as the Work progresses;
- (e) include all sweep and survey results in the applicable Weekly Environmental Monitoring Reports; and
- (f) sign the sweep and survey results, confirming that the sweep or survey was completed by a QEP, in accordance with applicable Environmental Laws and Good Industry Practice.

4.9 Approved Formats for Data Files

The Contractor will submit all data required to be prepared or collected pursuant to this Schedule 7 [Environmental Obligations] (including monitoring reports and data files), using templates, formats or means specified by, or otherwise acceptable to Hydro's Representative, acting reasonably. For example, all GIS data files for any newly-discovered environmentally-sensitive features will be reported using the format specified by Hydro's Representative.

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

APPENDIX 7-1

CONTRACTOR ENVIRONMENTAL INCIDENT REPORT FORM

