

BC HYDRO SITE C CLEAN ENERGY PROJECT

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

for the Site C Clean Energy Project

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

and

AECON-FLATIRON-DRAGADOS-EBC PARTNERSHIP

Dated: March 2, 2018

AGREEMENT

SITE C CLEAN ENERGY PROJECT

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

THIS AGREEMENT made effective as of the 2nd day of March, 2018 (BC Hydro Reference #101417 or BC Hydro Reference #6374)

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a British Columbia Crown Corporation having its head office at 333 Dunsmuir Street, Vancouver, B.C. V6B 5R3

("BC Hydro")

AND:

AECON-FLATIRON-DRAGADOS-EBC PARTNERSHIP, a general partnership having its head office at [REDACTED]

(the "Contractor")

WHEREAS:

- A. BC Hydro is constructing the Site C Clean Energy Project (the "**Project**"), which is the third dam and hydroelectric generating station on the Peace River in northeast British Columbia;
- B. The Contractor is a knowledgeable and experienced contractor in the performance of work similar to the Work, and is the successful proponent under RFP #6374; and
- C. The parties wish to enter into a formal contract for the performance of the Work.

NOW THEREFORE in consideration of the mutual covenants and conditions contained in the Contract, BC Hydro and the Contractor agree as follows:

1 THE WORK

1.1 Scope of Work

The scope of the Work is as generally summarized in Appendix 6-1 [Scope of Work] and includes everything required to be done by the Contractor for the fulfillment and completion of the Contract.

1.2 Labour, Materials and Equipment

Except as expressly provided otherwise in the Contract, the Contractor will provide all labour, materials and equipment necessary for the complete performance of the Work.

1.3 Title to Materials

Unless expressly stated otherwise in the Contract, title to any materials provided by the Contractor for the Work will pass to BC Hydro free and clear of all encumbrances upon the incorporation of such materials into the Work. Title to the aggregate provided by BC Hydro that is prepared and incorporated into

concrete and placed by the Contractor as part of the Work will remain with BC Hydro at all times. For greater certainty, the Contractor may take possession only (not title) of the aggregate for the purposes of incorporating the aggregate with other materials that are owned by the Contractor and then installing it at the Site at which time title to the materials provided by the Contractor will transfer to BC Hydro.

1.4 Initial Work Program and Schedule

Attached at Appendix 4-2 [Work Program and Schedule] is the initial schedule for the Contractor's performance of the Work. The Contractor will revise and expand this initial schedule in accordance with Schedule 4 [Work Program and Schedule].

2 INTERPRETATION

2.1 Definitions

In the Contract, unless the context otherwise requires, capitalized terms have the meanings set out in Schedule 1 [Definitions and Interpretation].

2.2 Contract Documents

The following is a complete list of the documents comprising the Contract:

- (a) this Agreement;
- (b) Schedule 1 [Definitions and Interpretation];
- (c) Schedule 2 [General Conditions]:
 - (i) Appendix 2-1 [NOT USED];
 - (ii) Appendix 2-2 [NOT USED];
 - (iii) Appendix 2-3 [Project Related Permits];
 - (iv) Appendix 2-4 [Site Access, Conditions and Services];
 - (v) Appendix 2-5 [Proposal Extracts];
 - (vi) Appendix 2-6 [NOT USED];
 - (vii) Appendix 2-7 [Leave to Commence]; and
 - (viii) Appendix 2-8 [SharePoint Technical Requirements for Contractors];
- (d) Schedule 3 [Roles and Representatives];
- (e) Schedule 4 [Work Program and Schedule]:
 - (i) Appendix 4-1 [BC Hydro Project Schedule];
 - (ii) Appendix 4-2 [Work Program and Schedule]; and
 - (iii) Appendix 4-3 [NOT USED];

- (f) Schedule 5 [Submittals Procedure]:
 - (i) Appendix 5-1 [Form of Submittal Schedule];
- (g) Schedule 6 [Specifications and Drawings]:
 - (i) Appendix 6-1 [Scope of Work];
 - (ii) Appendix 6-2 [Technical Specifications];
 - (iii) Appendix 6-3 [Drawings]; and
 - (iv) Appendix 6-4 [IFC Drawing Schedule];
- (h) Schedule 7 [Environmental Obligations]:
 - (i) Appendix 7-1 [Contractor Environmental Incident Report Form]; and
 - (ii) Appendix 7-2 [Form of Environmental Aspect Register];
- (i) Schedule 8 [Quality Management]:
 - (i) Appendix 8-1 [Assignment of NPE Points];
 - (ii) Appendix 8-2 [Quality Manual]; and
 - (iii) Appendix 8-3 [Construction Quality Management Plan];
- (j) Schedule 9 [Communications Roles];
- (k) Schedule 10 [Safety]:
 - (i) Appendix 10-1 [Safety Areas];
 - (ii) Appendix 10-2 [Contractor Safety Incident Report Form];
 - (iii) Appendix 10-3 [Air Quality];
 - (iv) Appendix 10-4 [Prime Contractor Assigned/Rescission Form];
 - (v) Appendix 10-5 [Aircraft Requirements];
 - (vi) Appendix 10-6 [Initial Identified Hazards List];
 - (vii) Appendix 10-7 [Banned Products]; and
 - (viii) Appendix 10-8 [Fire Brigade and Wildfire Response Requirements];
- (l) Schedule 11 [Prices and Payment]:
 - (i) Appendix 11-1 [Schedule of Prices and Estimated Quantities];
 - (ii) Appendix 11-2 [Measurement and Payment];

- (iii) Appendix 11-3 [Form of Payment Application – Schedule of Values];
- (iv) Appendix 11-4 [Form of Performance Bond];
- (v) Appendix 11-5 [Form of Labour & Material Payment Bond];
- (vi) Appendix 11-6 [Form of Letter of Credit (Use for Performance, Labour & Material Payment and Advance Payment)];
- (vii) Appendix 11-7 [Form of Parent Company Guarantee];
- (viii) Appendix 11-8 [Form of Environmental Compliance Statement];
- (ix) Appendix 11-9 [Form of Statutory Declaration]; and
- (x) Appendix 11-10 [Sample Escalation Calculations];
- (m) Schedule 12 [Changes];
- (n) Schedule 13 [Insurance];
- (o) Schedule 14 [Dispute Resolution Procedure];
 - (i) Appendix 14-1 [Referee Panel]; and
 - (ii) Appendix 14-2 [Referee Agreement];
- (p) Schedule 15 [Records]:
 - (i) Appendix 15-1 [Record Classification Requirements];
- (q) Schedule 16 [Aboriginal Participation and Reporting Requirements];
 - (i) Appendix 16-1 [Aboriginal Participation Performance Report]; and
- (r) Schedule 17 [Privacy Protection].

The Contract includes any and all additional and amending documents issued in accordance with the provisions of the Contract.

2.3 Schedules, Appendices, Exhibits and Attachments

The Schedules, Appendices, Exhibits and Attachments and the terms set out in them will be deemed to be fully a part of the Contract.

3 CONTRACT PRICE

3.1 Contract Price

The price for the Work (the “**Contract Price**”) will be the sum in Canadian dollars of the following:

- (a) the product of the actual quantities of the Price Items listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities] which are incorporated into or related to the Work and the unit prices listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities]; plus

- (b) all lump sums, if any, as listed in Appendix 11-1 [Schedule of Prices and Estimated Quantities], for Price Items incorporated into or related to the Work; plus
- (c) any payment adjustments, including any payments owing on account of Changes, in accordance with the provisions of the Contract.

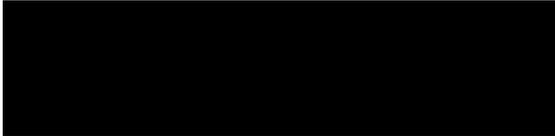
3.2 Entire Compensation

The Contract Price will be the entire compensation owing to the Contractor for the complete performance of the Work and this compensation will cover and include all profit and all costs of labour, supervision, material, equipment, transportation and delivery, overhead, financing, unrecoverable taxes and duties and all other costs and expenses whatsoever incurred by the Contractor in performing the Work.

4 REPRESENTATIVES

For the purposes of Section 2.1 and Section 3.1 of Schedule 3 [Roles and Representatives], the following are the initial Representatives of the parties:

Hydro's Representative:



Contractor's Representative:



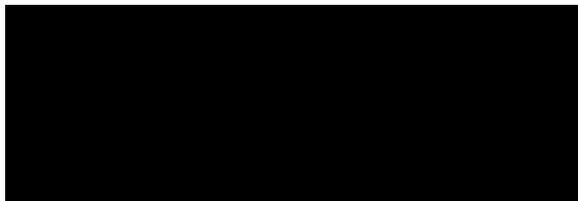
If no names or contact details are included in this Section 4 as of the Effective Date, then each party will promptly give written notice to the other party of its respective Representative in accordance with Schedule 3 [Roles and Representatives]. Either party may, at any time and from time to time, change its Representative in accordance with Schedule 3 [Roles and Representatives].

5 NOTICES

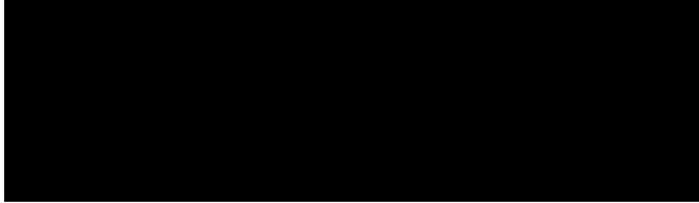
5.1 Address for Notice of Default, Suspension or Termination

Any notice required to be given under Section 15, 16, 17 or 18 of Schedule 2 [General Conditions] will be in writing and will be considered to have been sufficiently given when delivered by registered mail or by hand, with a copy to Site C Document Control, to the address of the applicable party set out below:

- (a) if to BC Hydro:



- (b) if to the Contractor:



- (c) to such other address as either party may, from time to time, designate in the manner set out above, provided that the Contractor may not change its address under Section 5.1 to an address other than one in British Columbia without BC Hydro's prior written consent.

Any other notice or communication required or permitted to be given under the Contract will be in writing and will be considered to have been sufficiently given when delivered to the applicable party in accordance with Section 2 of Schedule 2 [General Conditions].

6 GENERAL

6.1 Language

All documents to be delivered under the Contract will be provided in English, the Contractor's Representative will be fluent in English and the Contractor's key personnel will be able to communicate effectively with BC Hydro in English.

6.2 Amendments

No amendment to the terms of the Contract will be binding on BC Hydro or the Contractor or effective, unless made in writing and signed by an authorized representative of each party.

6.3 Entire Agreement, Waivers And Consents In Writing

The Contract, and the instruments and documents to be executed and delivered pursuant to the Contract, constitute the entire Contract between the parties, expressly superseding all prior agreements and communications (both oral and written) between the parties with respect to all matters contained in the Contract and such instruments and documents, and contain all the representations and warranties of the respective parties. For certainty:

- (a) RFQ #6372, and the Contractor's response to RFQ #6372;
- (b) RFP #6374, and the Contractor's proposal to RFP #6374, except as expressly included in Appendix 2-5 [Proposal Extracts]; and
- (c) any representations, warranties or guarantees made during the competitive procurement process under RFQ# 6372 and RFP #6374,

are expressly not included in the Contract and will not be referred to in any way in the interpretation of the Contract.

In addition:

- (d) no waiver of any provision of the Contract; and
- (e) no consent required pursuant to the Contract,

is binding or effective unless it is in writing and signed by an authorized representative of the party providing such waiver or consent.

6.4 Assignment

Neither party may assign the Contract, in whole or in part, without the prior written consent of an authorized representative of the other party, which consent may not be unreasonably withheld.

Notwithstanding the foregoing, BC Hydro may assign the Contract to any of its Affiliates or to any third party that amalgamates or merges with BC Hydro or which acquires all or substantially all of the assets of BC Hydro or which was, immediately prior to the assignment, a part of BC Hydro, conditional upon the assignee covenanting and agreeing with the Contractor to be bound to the Contractor by the provisions of the Contract, and provided that the assignee has the power and capacity to carry out the transactions contemplated by this Contract to be carried out by BC Hydro and to duly observe and perform all of the obligations contained in this Contract to be observed and performed by BC Hydro. Subject to the foregoing, the Contract will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6.5 Further Assurances

Each party will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other party may reasonably request for the purpose of giving effect to the Contract or for the purpose of establishing compliance with the representations, warranties and obligations of the Contract.

6.6 Governing Law

The Contract will be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable in British Columbia.

6.7 Counterparts

This Agreement may be executed and delivered in several counterparts, including by facsimile (or other similar electronic means, including via pdf), each of which when so executed and delivered will be deemed to be an original and such counterparts together will be one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

[Redacted Signature]

Authorized Signatory

AECON-FLATIRON-DRAGADOS-EBC PARTNERSHIP, by its partners:

AECON CONSTRUCTORS, a division of Aecon Construction Group Inc.

[Redacted Signature]

FLATIRON CONSTRUCTORS CANADA LIMITED

[Redacted Signature]

[Redacted Signature]

DRAGADOS CANADA, INC.

[Redacted Signature]

[Redacted Signature]