

BC HYDRO SITE C CLEAN ENERGY PROJECT

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

for the Site C Clean Energy Project

Schedule 1

Definitions and Interpretation

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

In the Contract, unless the context requires otherwise:

“**Aboriginal**” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“**Aboriginal Business**” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“**Aboriginal Engagement**” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“**Aboriginal Opportunities Coordinator**” or “**AOC**” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“**Aboriginal Participation**” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“**Aboriginal Participation Performance Report**” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“**Aboriginal Participation Plan**” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“**Accepted**” has the meaning set out in Schedule 5 [Submittals Procedure];

“**Accredited Laboratory**” has the meaning set out in Section 08 11 00 of Appendix 6-2 [Technical Specifications];

“**Acid Rock Drainage**” or “**ARD**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Actual Quantity**” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“**Additional Siding**” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“**Administrative Correspondence**” has the meaning set out in Schedule 2 [General Conditions];

“**Advance Payment**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Advance Payment Letter of Credit**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Advance Payment Request**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Affected Party**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control of, such Person, and a Person will be deemed to control

another Person if such Person possesses, directly or indirectly, the power to direct or determine the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract or otherwise;

“Aggregate Area Designated For BC Hydro Reserve” has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“Aggregate Area Designated For Contractor” has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“Agreement” means the form of agreement which is signed by the parties and included in the Contract;

“Air Quality Management Plan” has the meaning set out in Schedule 7 [Environmental Obligations];

“Air Quality Monitoring Plan” or **“AQMP”** has the meaning set out in Appendix 10-3 [Air Quality];

“Airborne Contaminant” has the meaning set out in Appendix 10-3 [Air Quality];

“Airborne Contaminant Producing Work” has the meaning set out in Appendix 10-3 [Air Quality];

“Alteration Permit” has the meaning set out in Schedule 7 [Environmental Obligations];

“AOP” has the meaning set out in Appendix 10-5 [Aircraft Requirements];

“APEGBC” has the meaning set out in Schedule 6 [Specifications and Drawings];

“Apprentices Policy” has the meaning set out in Schedule 2 [General Conditions];

“Approach Channel” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Area and Component Hierarchy-ACH” has the meaning set out in Schedule 5 [Submittals Procedure];

“As Low As Reasonably Achievable” or **“ALARA”** has the meaning set out in Schedule 10 [Safety];

“Audit” has the meaning set out in Schedule 8 [Quality Management];

“Auxiliary Service Bay” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Auxiliary Spillway Overflow Channel” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Basic Warranty Period” has the meaning set out in Schedule 11 [Prices and Payment];

“BC Hydro” means the entity identified as “BC Hydro” on the first page of the Agreement;

“BC Hydro Confidential Information” has the meaning set out in Schedule 2 [General Conditions];

“BC Hydro Contractor Standards for Ethical Conduct” has the meaning set out in Schedule 2 [General Conditions];

“BC Hydro Delay” has the meaning set out in Schedule 2 [General Conditions];

“BC Hydro Person” means BC Hydro, its directors, officers, employees, consultants and agents, including Hydro’s Representative. For clarity, a BC Hydro Person does not include the Contractor, any

other Contractor Person, Other Contractors, the Independent Environmental Monitor or the Independent Engineer;

“BC Hydro Property” means any design, facilities, property, equipment, including construction equipment and Small Tools, replacement parts, furnishings, materials and supplies of any kind provided to the Contractor by BC Hydro or by a third party at the direction of BC Hydro for the performance of the Work and whether or not incorporated into the Work;

“BCH Change Report” has the meaning set out in Schedule 12 [Changes];

“BCH Indemnified Party” or **“BCH Indemnified Parties”** has the meaning set out in Schedule 2 [General Conditions];

“BCICAC” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Buried Duct Bank” has the meaning set out in Section 26 56 20 of Appendix 6-2 [Technical Specifications];

“Buried Piping” has the meaning set out in Section 22 10 01 of Appendix 6-2 [Technical Specifications];

“Business Day” or **“business day”** means any day other than a Saturday, Sunday or statutory holiday observed in British Columbia;

“Cast-in-Place Concrete” or **“CIPC”** has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];

“Cementing Material” has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];

“CEMP” has the meaning set out in Schedule 7 [Environmental Obligations];

“Certificate of Interface Milestone Completion” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Change” has the meaning set out in Schedule 12 [Changes];

“Change Directive” has the meaning set out in Schedule 12 [Changes];

“Change in Law” has the meaning set out in Schedule 2 [General Conditions];

“Change Order” has the meaning set out in Schedule 12 [Changes];

“Change Referee” has the meaning set out in Schedule 12 [Changes];

“Change Report” has the meaning set out in Schedule 12 [Changes];

“Claim” means any claim, demand, action, cause of action, suit or proceeding, whether for damages, contribution, indemnity or any other relief;

“Claim Costs” means any and all losses, damages, costs, fines, penalties and expenses arising from or related to a Claim, including actual legal (on a solicitor and his own client basis), accounting and expert costs and expenses incurred in the investigation, defence or settlement of a Claim;

“Clinic” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

- “**Code 1**” has the meaning set out in Schedule 5 [Submittals Procedure];
- “**Code 2**” has the meaning set out in Schedule 5 [Submittals Procedure];
- “**Code 3**” has the meaning set out in Schedule 5 [Submittals Procedure];
- “**Communications Manager**” has the meaning set out in Schedule 9 [Communications Roles];
- “**Complete Application Package**” has the meaning set out in Appendix 2-7 [Leave to Commence];
- “**Completion Design**” has the meaning set out in Exhibit 6-1-6 of Section 01 11 10 of Appendix 6-1 [Scope of Work];
- “**Completions Contractor**” or “**CC**” means the contractor engaged by BC Hydro under the ‘Completions Contract’;
- “**Completion for Inundation Report**” has the meaning set out in Schedule 8 [Quality Management];
- “**Completion of Concrete Work**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “**Component Management Plan**” or “**CMP**” has the meaning set out in Schedule 7 [Environmental Obligations];
- “**Composite Metal Building Panel**” has the meaning set out in Section 07 42 43 of Appendix 6-2 [Technical Specifications];
- “**Concession**” has the meaning set out in Schedule 8 [Quality Management];
- “**Concrete Batch Plant**” has the meaning set out in Section 03 30 50 of Appendix 6-2 [Technical Specifications];
- “**Concrete Insert**” has the meaning set out in Section 05 50 10 of Appendix 6-2 [Technical Specifications];
- “**Concrete Peak Capacity**” has the meaning set out in Section 03 30 50 of Appendix 6-2 [Technical Specifications];
- “**Concrete Sustainable Capacity**” has the meaning set out in Section 03 30 50 of Appendix 6-2 [Technical Specifications];
- “**Concrete Unit Masonry**” or “**CMU**” has the meaning set out in Section 04 22 00 of Appendix 6-2 [Technical Specifications];
- “**Concurrent Delay**” has the meaning set out in Schedule 2 [General Conditions];
- “**Conduit**” has the meaning set out in Section 26 56 20 of Appendix 6-2 [Technical Specifications];
- “**Confidential Information**” has the meaning set out in Schedule 2 [General Conditions];
- “**Consent**” has the meaning set out in Schedule 5 [Submittals Procedure];
- “**Consequential Damages**” has the meaning set out in Schedule 2 [General Conditions];
- “**Construction Communications Plan**” has the meaning set out in Schedule 9 [Communications Roles];

“Construction HVAC” has the meaning set out in Section 01 51 01 of Appendix 6-2 [Technical Specifications];

“Construction Lighting System” has the meaning set out in Section 01 51 02 of Appendix 6-2 [Technical Specifications];

“Construction Manager” means the individual appointed in accordance with Section 3.5 of Schedule 3 [Roles and Representatives];

“Construction Power System” has the meaning set out in Section 01 51 02 of Appendix 6-2 [Technical Specifications];

“Construction Quality Management Plan” has the meaning set out in Appendix 8-3 [Construction Quality Management Plan];

“Construction Road” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Construction Safety Management Plan” has the meaning set out in Schedule 10 [Safety];

“Construction Safety Officer” has the meaning set out in Schedule 10 [Safety];

“Construction Telecommunication System” has the meaning set out in Section 01 55 00 of Appendix 6-2 [Technical Specifications];

“Construction Water” has the meaning set out in Section 01 51 04 of Appendix 6-2 [Technical Specifications];

“Contact Water” has the meaning set out in Schedule 7 [Environmental Obligations];

“Contract” means the agreement between BC Hydro and the Contractor as defined and described in the documents listed in Section 2.2 of the Agreement, as may be amended, supplemented or restated from time to time;

“Contract Number” has the meaning set out in Schedule 5 [Submittals Procedure];

“Contract Price” has the meaning set out in Section 3.1 of the Agreement;

“Contract Records” has the meaning set out in Schedule 2 [General Conditions];

“Contract Year” has the meaning set out in Schedule 11 [Prices and Payment];

“Contract Year Labour Cost” has the meaning set out in Schedule 11 [Prices and Payment];

“Contractor” means the entity identified as “the Contractor” on the first page of the Agreement;

“Contractor Change Report” has the meaning set out in Schedule 12 [Changes];

“Contractor Confidential Information” has the meaning set out in Schedule 2 [General Conditions];

“Contractor Delay” has the meaning set out in Schedule 2 [General Conditions];

“Contractor Duties” has the meaning set out in Schedule 11 [Prices and Payment];

“Contractor Hazardous Substances” has the meaning set out in Schedule 10 [Safety];

“Contractor Indemnified Party” or **“Contractor Indemnified Parties”** has the meaning set out in Schedule 2 [General Conditions];

“Contractor Parties” has the meaning set out in Schedule 2 [General Conditions];

“Contractor Person” means the Contractor, the Contractor’s Affiliates and the Subcontractors, including Key Subcontractors, and each of their respective directors, officers, employees, contractors, consultants and agents, and any other Person for whom such Persons may in law be responsible;

“Contractor Personnel” has the meaning set out in Schedule 2 [General Conditions];

“Contractor Taxes” has the meaning set out in Schedule 11 [Prices and Payment];

“Contractor’s Actual Daily Guest Night Use” has the meaning set out in Schedule 11 [Prices and Payment];

“Contractor’s Aggregate Guest Night Use” has the meaning set out in Schedule 11 [Prices and Payment];

“Contractor’s Daily 72 Hour Confirmation” has the meaning set out in Schedule 2 [General Conditions];

“Contractor’s Guest Night Entitlement” has the meaning set out in Schedule 11 [Prices and Payment];

“Contractor’s Guest Night Overage” has the meaning set out in Schedule 11 [Prices and Payment];

“Contractor’s Representative” means the individual designated in Article 4 of the Agreement, or replacement appointed in accordance with Schedule 3 [Roles and Representatives];

“Contractor’s Safety Area” has the meaning set out in Schedule 10 [Safety];

“Contractor’s Work Area” means the area within the Site where the Contractor will perform the Work as defined by the Contract;

“Conveyor Corridor” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Correction” has the meaning set out in Schedule 8 [Quality Management];

“Corrective Action” has the meaning set out in Schedule 8 [Quality Management];

“Crane Rails” has the meaning set out in Section 34 01 01 of Appendix 6-2 [Technical Specifications];

“Curtain Wall System” has the meaning set out in Section 08 44 13 of Appendix 6-2 [Technical Specifications];

“Dangerous Goods” has the meaning set out in the *Transportation of Dangerous Goods Act* (Canada);

“Data Room” has the meaning set out in Schedule 2 [General Conditions];

“Default Costs” has the meaning set out in Schedule 2 [General Conditions];

“Delayed Unloading” has the meaning set out in Schedule 2 [General Conditions];

“Demobilization” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Deposit Application” has the meaning set out in Schedule 11 [Prices and Payment];

“Detailed Design” has the meaning set out in Exhibit 6-1-6 of Section 01 11 10 of Appendix 6-1 [Scope of Work];

“Development Change” has the meaning set out in Schedule 12 [Changes];

“Development Change Record” has the meaning set out in Schedule 12 [Changes];

“Development Change Record Confirmation” has the meaning set out in Schedule 12 [Changes];

“Development Change Register” has the meaning set out in Schedule 12 [Changes];

“Dewatering” has the meaning set out in Schedule 7 [Environmental Obligations];

“Direct Costs” means the substantiated, directly related, out of pocket, additional costs reasonably and necessarily incurred by the Contractor as a direct result of the delay, event or other circumstance which, pursuant to the Contract, entitled the Contractor to payment of its Direct Costs, including the reasonable and substantiated costs incurred by the Contractor for:

- (a) on-Site supervision, management and other staff, including Site costs required to support such staff; and
- (b) off-Site labour and personnel dedicated exclusively to the Work, including costs required to support such staff,

but excluding any mark-ups applied by the Contractor or any Subcontractors involved in the performance of the Work;

“Disclosing Party” has the meaning set out in Schedule 2 [General Conditions];

“Dispute” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Dispute Notice” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Dispute Resolution Procedure” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Do Not Proceed - Re-Submit as Noted” has the meaning set out in Schedule 5 [Submittals Procedure];

“Document” has the meaning set out in Schedule 2 [General Conditions];

“Document Number” has the meaning set out in Schedule 2 [General Conditions];

“Drainage Piping” has the meaning set out in Section 01 55 00 of Appendix 6-2 [Technical Specifications];

“Drawings” has the meaning set out set out in Schedule 6 [Specifications and Drawings];

“Dry Film Thickness” or **“DFT”** has the meaning set out in Section 09 90 00 of Appendix 6-2 [Technical Specifications];

“**DTMG**” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“**Duct**” has the meaning set out in Section 26 56 20 of Appendix 6-2 [Technical Specifications];

“**Duct Bank**” has the meaning set out in Section 26 56 20 of Appendix 6-2 [Technical Specifications];

“**Duct Bank Materials**” has the meaning set out in Section 26 56 20 of Appendix 6-2 [Technical Specifications];

“**Duct Bank Supervisor**” has a meaning set out in Section 26 56 20 of Appendix 6-2 [Technical Specifications];

“**EAC**” means the Environmental Assessment Certificate issued in respect of the Project;

“**Early Completion Bonus**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Early Completion Bonus Cap**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Early Mobilization EPP**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Effective Date**” means the effective date of the Contract as set out on the first page of the Agreement;

“**Elevator 01**” has the meaning set out in Section 14 20 06 of Appendix 6-2 [Technical Specifications];

“**Elevator 02**” has the meaning set out in Section 14 20 06 of Appendix 6-2 [Technical Specifications];

“**Elevator 03**” has the meaning set out in Section 14 20 06 of Appendix 6-2 [Technical Specifications];

“**Elevator Controller**” has the meaning set out in Section 14 20 06 of Appendix 6-2 [Technical Specifications];

“**Embedded Duct Bank**” has the meaning set out in Section 26 56 20 of Appendix 6-2 [Technical Specifications];

“**Embedded Parts Supervisor**” means the Key Individual, having the qualifications and experience described in Clause 1.5.1 of Section 35 20 16 of Appendix 6-2 [Technical Specifications], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“**Embedded Piping**” has the meaning set out in Section 22 10 01 of Appendix 6-2 [Technical Specifications];

“**Emergency Action Plan**” has the meaning set out in Schedule 10 [Safety];

“**Enclosed Area**” has the meaning set out in Appendix 10-3 [Air Quality];

“**Engineer**” has the meaning set out in Appendix 2-7 [Leave to Commence];

“**Engineering Manager**” has the meaning set out in Schedule 6 [Specifications and Drawings];

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

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

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

“**Environmental Incident**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmental Laws**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmental Manager**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmental Monitor**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmental Overview Training**” has the meaning set out in Schedule 7 [Environmental Obligations];

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

“**Environmental Requirements**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmental Specifications**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmental Submittal**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmental Tailboard Meeting**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Environmentally Sensitive Area**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Equivalent**” has the meaning set out in Schedule 6 [Specifications and Drawings];

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

“**Escrow Agent**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Escrow Materials**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Estimated Quantity**” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“**Excusable Delay Event**” has the meaning set out in Schedule 2 [General Conditions];

“**Exposed Piping**” has the meaning set out in Section 22 10 02 of Appendix 6-2 [Technical Specifications];

“**External Quality Audit**” has the meaning set out in Schedule 8 [Quality Management];

“**External Service Environment**” has the meaning set out in Section 09 90 00 of Appendix 6-2 [Technical Specifications];

“**Field Office**” has the meaning set out in Section 01 55 00 of Appendix 6-2 [Technical Specifications];

“**Final Design**” has the meaning set out in Exhibit 6-1-6 of Section 01 11 10 of Appendix 6-1 [Scope of Work];

“**Final Notice of Delivery**” has the meaning set out in Schedule 2 [General Conditions];

“**Final Quality Report**” has the meaning set out in Schedule 8 [Quality Management];

“**Fire Codes**” has the meaning set out in Schedule 10 [Safety];

“Fire Inspector” has the meaning set out in Schedule 10 [Safety];

“Fire Protection Design Basis Document” has the meaning set out in Schedule 10 [Safety];

“Fire Protection Engineer” has the meaning set out in Schedule 10 [Safety];

“Fire Response and Rescue Services” has the meaning set out in Schedule 10 [Safety];

“Fire Safety Program” has the meaning set out in Schedule 10 [Safety];

“Fire Safety Program Manager” has the meaning set out in Schedule 10 [Safety];

“Fire Safety Related Plans” has the meaning set out in Schedule 10 [Safety];

“Fire Stop Material” has the meaning set out in Section 07 84 00 of Appendix 6-2 [Technical Specifications];

“First Nation Business” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“Flat and Elongated Particle” has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

“For Information Only” has the meaning set out in Schedule 5 [Submittals Procedure];

“Force Majeure” means an event beyond the reasonable control of a party and includes any work stoppage (including strike, lock-out, picket or other labour dispute) that is not described by Section 12.3 of Schedule 2 [General Conditions], war, invasion, insurrection, civil or social unrest, riot, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic or quarantine restriction, earthquake, tidal wave, overtopping of a cofferdam installed by an Other Contractor, or other natural calamity, that prevents, delays or interrupts the performance of any obligation under the Contract, provided such event does not occur by reason of: the negligence of the party claiming Force Majeure (or those for whom it is in law responsible); or any act or omission of the party claiming Force Majeure (or those for whom it is in law responsible) that is in breach of the provisions of the Contract. Force Majeure does not include: (a) a party’s lack of funds; or (b) the bankruptcy or insolvency of any Subcontractor; or (c) a shortage or unavailability of labour, equipment or materials unless such shortage or unavailability is caused by a Force Majeure; or (d) any Weather Conditions, unless such Weather Conditions directly result in the closure by a Governmental Authority or airport operator of public infrastructure within the Peace River Region of British Columbia; or (e) flood unless such flood is caused by an earthquake, tidal wave or overtopping of a cofferdam installed by an Other Contractor;

“Foreign Worker” has the meaning set out in Schedule 2 [General Conditions];

“Formwork Manager” means the Key Individual, having the qualifications and experience described in Section 3.12 of Schedule 3 [Roles and Representatives], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“Fractured Particle” has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“Fugitive Emission” has the meaning set out in Schedule 10 [Safety];

“Gantry Crane Contractor” or **“GCC”** means the contractor engaged by BC Hydro under the ‘Large Cranes Contract’;

“Gantry Crane Installation Instructions” has the meaning set out in Section 35 20 17 of Appendix 6-2 [Technical Specifications];

“Gantry Cranes” has the meaning set out in Section 35 20 17 of Appendix 6-2 [Technical Specifications];

“Gate” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Gate Guide” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Gates and Gate Hoists Supervisor” means the Key Individual, having the qualifications and experience described in Clause 1.5.2 of Section 35 20 16 of Appendix 6-2 [Technical Specifications], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“Good Industry Practice” means the standards, practices, methods and procedures to a good professional and commercial standard, conforming to Laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances in North America;

“Governmental Authority” means any federal, provincial, territorial, regional, municipal or local authority, quasi-governmental authority, court, government, or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, having jurisdiction in any way over or in respect of any aspect of the performance of the Contract or the Project;

“Grand Master Key” has the meaning set out in Section 08 71 00 of Appendix 6-2 [Technical Specifications];

“Granular Fill” or **“Granular Material”** has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Ground Conductor” has the meaning set out in Section 26 05 10 of Appendix 6-2 [Technical Specifications];

“Ground Link” has the meaning set out in Section 26 05 10 of Appendix 6-2 [Technical Specifications];

“Grounding Materials” has the meaning set out in Section 26 05 10 of Appendix 6-2 [Technical Specifications];

“Grounding Supervisor” has the meaning set out in Section 26 05 10 of Appendix 6-2 [Technical Specifications];

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

“GSS Interface” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“GST” means the tax imposed in Canada pursuant to Part IX of the *Excise Tax Act* (Canada);

“Guest” has the meaning set out in Schedule 2 [General Conditions];

“Hazard” means an object or condition (source or situation) that may expose a person to a risk of injury or occupational disease;

“Hazard Log” has a meaning set out in Appendix 6-1 [Scope of Work];

“Hazardous Substance” has the meaning set out in Schedule 10 [Safety];

“Hazardous Substances Procedures” has the meaning set out in Schedule 10 [Safety];

“Head Office Overhead” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Heating Conduit” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

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

“Highbay Lighting System” has the meaning set out in Section 26 50 01 of Appendix 6-2 [Technical Specifications];

“Hold Point” has the meaning set out in Schedule 8 [Quality Management];

“HPU” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“HVAC” has the meaning set out in Section 01 51 01 of Appendix 6-2 [Technical Specifications];

“Hydromechanical Contractor” or **“HM”** means the contractor engaged by BC Hydro under the ‘Hydromechanical Equipment Contract’;

“Hydromechanical Equipment” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Hydromechanical Installation Instructions” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Hydro’s Representative” means the individual designated in Article 4 of the Agreement, or replacement appointed in accordance with Schedule 3 [Roles and Representatives];

“Identified Hazards List” has the meaning set out in Schedule 10 [Safety];

“Immersion Service Environment” has the meaning set out in Section 09 90 00 of Appendix 6-2 [Technical Specifications];

“Incident Management System” has the meaning set out in Schedule 10 [Safety];

“Indemnified Party” has the meaning set out in Schedule 2 [General Conditions];

“Indemnitor” has the meaning set out in Schedule 2 [General Conditions];

“Independent Engineer” has the meaning set out in Appendix 2-7 [Leaves to Commence];

“Independent Environmental Monitor” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Independent Lab Contractor” has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];

“Independent Test Lab” has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];

“Indicative Cost of Labour” has the meaning set out in Schedule 11 [Prices and Payment];

“Indicative Craft Trades” has the meaning set out in Schedule 11 [Prices and Payment];

“Industrial Fire Brigade” has the meaning set out in Schedule 10 [Safety];

“Initial Design” has the meaning set out in Exhibit 6-1-6 of Section 01 11 10 of Appendix 6-1 [Scope of Work];

“Initial Identified Hazards List” has the meaning set out in Schedule 10 [Safety];

“INMG” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“INOG” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Inspection and Test Plans” has the meaning set out in Schedule 8 [Quality Management];

“Inspection and Testing” has the meaning set out in Schedule 8 [Quality Management];

“Installation Data Sheets” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Installation Log” has the meaning set out in Section 22 10 02 of Appendix 6-2 [Technical Specifications];

“Intake Construction Superintendent” means the Key Individual, having the qualifications and experience described in Section 3.7 of Schedule 3 [Roles and Representatives], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“Intellectual Property” has the meaning set out in Schedule 2 [General Conditions];

“Intellectual Property Rights” has the meaning set out in Schedule 2 [General Conditions];

“Interface” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interface Information” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interface Milestone” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interface Milestone Date” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interface Milestone Deficiencies” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interface Milestone Table” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Interior Service Environment” has the meaning set out in Section 09 90 00 of Appendix 6-2 [Technical Specifications];

“Internal Quality Audit” has the meaning set out in Schedule 8 [Quality Management];

“ISO” has the meaning set out in Schedule 8 [Quality Management];

“Isolation Coating” has the meaning set out in Section 07 42 43 of Appendix 6-2 [Technical Specifications];

“Issued for Construction Drawings” or **“IFC Drawings”** has the meaning set out in Schedule 2 [General Conditions];

“Joint-Use Warehouse” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“Key Individual” means any individual identified in Section 3.6 of Schedule 3 [Roles and Representatives];

“Key Subcontractor” has the meaning set out in Schedule 2 [General Conditions];

“Labour & Material Payment Bond” has the meaning set out in Schedule 11 [Prices and Payment];

“Labour Disruption” has the meaning set out in Schedule 2 [General Conditions];

“Labour Escalation” has the meaning set out in Schedule 11 [Prices and Payment];

“Labour Escalation Adjustment” has the meaning set out in Schedule 11 [Prices and Payment];

“Labour Hourly Rates” has the meaning set out in Schedule 11 [Prices and Payment];

“Laws” means all valid laws, including common law, federal, provincial, and municipal statutes, bylaws, and other local laws, orders, rules, regulations, approvals and policies of any Governmental Authority, including those related to occupational health and safety, fire, employment insurance, workers’ compensation, the transportation and handling of Hazardous Substances, the transportation and handling of Dangerous Goods, environmental protection, standards, building codes and other governmental requirements, work practices and procedures, that are applicable to the discharge of obligations set out in the Contract, including the performance of the Work;

“Laydown Area” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Layer Thickness” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“LD Sub-Cap” has the meaning set out in Schedule 11 [Prices and Payment];

“Lead Scheduler” has the meaning set out in Schedule 4 [Work Program and Schedule];

“Leave to Commence Construction” or **“LCC”** has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Commence Operations” or **“LCO”** has the meaning set out in Appendix 2-7 [Leave to Commence];

“Leave to Construct” or **“LtC”** has the meaning set out in Appendix 2-7 [Leave to Commence];

“Letter of Credit” has the meaning set out in Schedule 11 [Prices and Payment];

“Lighting Zone” has the meaning set out in Section 26 50 01 of Appendix 6-2 [Technical Specifications];

“**Liquidated Damages**” has the meaning set out in Schedule 11 [Prices and Payment];

“**LLMG**” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“**LLOG**” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“**Local Exhaust**” has the meaning set out in Section 01 51 01 of Appendix 6-2 [Technical Specifications];

“**Local Operating Order**” or “**LOO**” has the meaning set out in Schedule 10 [Safety];

“**Lump Sum Price Items**” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“**Main Service Bay**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**MCW Contractor**” or “**MCW**” means the contractor engaged by BC Hydro under the ‘Main Civil Works Contract’;

“**Management of Change Process**” has the meaning set out in Schedule 10 [Safety];

“**Marked Up IFC Drawing**” has the meaning set out in Schedule 6 [Specifications and Drawings];

“**Master Key**” has the meaning set out in Section 08 71 00 of Appendix 6-2 [Technical Specifications];

“**Materials Superintendent**” means the Key Individual, having the qualifications and experience described in Section 3.8 of Schedule 3 [Roles and Representatives], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“**Maximum NPE Points**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Metal Leaching**” or “**ML**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Ministry of Transportation**” or “**MoTI**” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“**Mobilization**” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“**Mobilization Schedule**” has the meaning set out in Schedule 4 [Work Program and Schedule];

“**Monthly Progress Report**” has the meaning set out in Schedule 4 [Work Program and Schedule];

“**Monthly Repayment**” has the meaning set out in Schedule 11 [Prices and Payment];

“**MoTI Standard Specifications**” or “**MoTI SS**” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“**Multiple Component Fire Stop System**” has the meaning set out in Section 07 84 00 of Appendix 6-2 [Technical Specifications];

“**Multiple Employer Workplace**” has the meaning set out in Schedule 10 [Safety];

“**Near Miss**” has the meaning set out in Schedule 10 [Safety];

“**NFPA**” has the meaning set out in Schedule 10 [Safety];

“**Non-compliance**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Nonconformity**” has the meaning set out in Schedule 8 [Quality Management];

“**Nonconformity Report**” has the meaning set out in Schedule 8 [Quality Management];

“**Nonconformity Tracking System**” has the meaning set out in Schedule 8 [Quality Management];

“**Non-Contact Water**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**North Bank**” or “**Left Bank**” means the land located to the north of the Peace River;

“**Notice of Delivery**” has the meaning set out in Schedule 2 [General Conditions];

“**Notice of Failure to Comply**” has the meaning set out in Schedule 10 [Safety];

“**Notice of Receipt**” has the meaning set out in Schedule 2 [General Conditions];

“**NPE**” has the meaning set out in Schedule 8 [Quality Management];

“**NPE Points**” has the meaning set out in Schedule 8 [Quality Management];

“**Occupational Health & Safety Management Program**” or “**OHSMP**” has the meaning set out in Schedule 10 [Safety];

“**Occupational Safety & Health Standards**” or “**OSH Standards**” has the meaning set out in Schedule 10 [Safety];

“**OHSR**” has the meaning set out in Schedule 10 [Safety];

“**Operating Zone**” has the meaning set out in Section 01 51 01 of Appendix 6-2 [Technical Specifications];

“**Orders**” has the meaning set out in Schedule 17 [Privacy Protection];

“**Other Contractor**” has the meaning set out in Schedule 2 [General Conditions];

“**Other Contractor Interface**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“**P6-Base Work Program and Schedule**” has the meaning set out in Schedule 4 [Work Program and Schedule];

“**Parent Company Guarantee**” has the meaning set out in Schedule 11 [Prices and Payment];

“**Peace River Construction Bridge**” means the temporary bridge identified as “Peace River Construction Bridge by Other Contractor” on Drawing 1016-C01-00090;

“**Penstock**” has the meaning set out in Section 35 20 10 of Appendix 6-2 [Technical Specifications];

“**Penstock Installation Superintendent**” means the Key Individual, having the qualifications and experience described in Section 3.9 of Schedule 3 [Roles and Representatives], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“Penstock Quality Manager” has the meaning set out in Section 35 20 10 of Appendix 6-2 [Technical Specifications];

“Penstock Transition” has the meaning set out in Section 35 20 10 of Appendix 6-2 [Technical Specifications];

“Performance Bond” has the meaning set out in Schedule 11 [Prices and Payment];

“Performance Security” has the meaning set out in Schedule 11 [Prices and Payment];

“Permits” means all permissions, consents, approvals, registrations, certificates, permits, licences, statutory agreements and authorizations required from any Governmental Authority, including the EAC, the Federal Decision Statement issued in respect of the Project; and all necessary consents and agreements from any third parties, needed to carry out the Work in accordance with the Contract, and includes Project Related Permits and Permits to be obtained by the Contractor;

“Permitting Plan” has the meaning set out in Schedule 2 [General Conditions];

“Person” means any individual, sole proprietorship, corporation, company, partnership, unincorporated association, association, institution, entity, party, trust, trustee, joint venture, estate, cooperative or other legal entity;

“Personal Information” means recorded information about an identifiable individual, other than contact information (as defined in FOIPPA), collected, created or otherwise acquired by the Contractor as a result of the Contract or any previous agreement between BC Hydro and the Contractor dealing with the same subject matter as the Contract;

“Petrographic Number” or **“PN”** has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“PHB-East” has the meaning set out in Section 14 43 51 of Appendix 6-2 [Technical Specifications];

“PHB-West” has the meaning set out in Section 14 43 51 of Appendix 6-2 [Technical Specifications];

“PHB Installation Instructions” has the meaning set out in Section 14 43 51 of Appendix 6-2 [Technical Specifications];

“PHPU” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“Pigtail” has the meaning set out in Section 26 05 10 of Appendix 6-2 [Technical Specifications];

“Pit Free” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Portal Plug” has the meaning set out in Section 31 40 01 of Appendix 6-2 [Technical Specifications];

“Potential Additional Scope” has the meaning set out in Appendix 6-1 [Scope of Work];

“Potentially Acid Generating” or **“PAG”** has the meaning set out in Schedule 7 [Environmental Obligations];

“Power Distribution Infrastructure” has the meaning set out in Section 01 51 02 of Appendix 6-2 [Technical Specifications];

“Power Source” has the meaning set out in Section 01 51 02 of Appendix 6-2 [Technical Specifications];

“Power Supply Point” has the meaning set out in Section 01 51 02 of Appendix 6-2 [Technical Specifications];

“Powerhouse Bridge Crane” or **“PHB”** means one of the two overhead double girder top-running bridge cranes, running on crane rails in the powerhouse, each with a 320 tonne main hoist and a 30 tonne auxiliary hoist;

“Powerhouse Bridge Crane Contractor” or **“PHBC”** means the contractor engaged by BC Hydro under the ‘Large Cranes Contract’;

“Powerhouse Construction Superintendent” means the Key Individual, having the qualifications and experience described in Section 3.10 of Schedule 3 [Roles and Representatives], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“Powerhouse Transmission Line Contractor” or **“TX”** means the contractor engaged by BC Hydro under the ‘500kV Powerhouse Transmission Line Contract’;

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

“Precast Concrete” has the meaning set out in Section 03 41 00 of Appendix 6-2 [Technical Specifications];

“Preliminary Change Instruction” has the meaning set out in Schedule 12 [Changes];

“Preliminary Notice of Delivery” has the meaning set out in Schedule 2 [General Conditions];

“Preventive Action” has the meaning set out in Schedule 8 [Quality Management];

“Price Items” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Prime Contractor” has the meaning set out in Schedule 10 [Safety];

“Prime Contractor’s Site Safety Coordination Plan” has the meaning set out in Schedule 10 [Safety];

“Prime Rate” means the floating annual rate of interest established by the Bank of Montreal from time to time as its reference rate of interest, to determine the interest rate it will charge for loans in Canadian dollars to its customers in Canada and designated as its “Prime Rate”;

“Proceed Subject to Conditions” has the meaning set out in Schedule 5 [Submittals Procedure];

“Professional Engineer” means a Professional Engineer registered with the Association of Professional Engineers and Geoscientists of British Columbia;

“Professional of Record” or **“PoR”** has the meaning set out in Schedule 5 [Submittals Procedure];

“Progress Payment Estimate” has the meaning set out in Schedule 11 [Prices and Payment];

“Project” has the meaning set out in Recital A of the Agreement, of which the performance of the Work is a part;

“Project Controls Manager” has the meaning set out in Schedule 4 [Work Program and Schedule];

“Project Delay” has the meaning set out in Schedule 2 [General Conditions];

“Project Management” means the overall supervisory responsibility and oversight for, and the proactive management and direction of, the integrated and coordinated performance of all Work activities, tasks and deliverables, in accordance with the Contract requirements, including all scopes of Work, all Key Individuals, all Key Subcontractors, all construction schedules and all Work related plans, including in particular the interface, risk management, environmental, quality and safety plans required by the Contract;

“Project Manager” means the individual appointed in accordance with Section 3.4 of Schedule 3 [Roles and Representatives];

“Project Public Safety Management Plan” has the meaning set out in Schedule 10 [Safety];

“Project Related Permits” has the meaning set out in Schedule 2 [General Conditions];

“Proper Documentation” has the meaning set out in Appendix 2-7 [Leave to Commence];

“PSSP” has the meaning set out in Schedule 10 [Safety];

“PST” means the tax imposed in British Columbia pursuant to the *Provincial Sales Tax Act* (British Columbia);

“Public” or **“public”** means local and regional governments, communities, stakeholders, property owners, businesses, the general public and Aboriginal groups;

“Public Hazards” has the meaning set out in Schedule 10 [Safety];

“Public Safety Management Plan” has the meaning set out in Schedule 10 [Safety];

“QP-CPESC” has the meaning set out in Schedule 7 [Environmental Obligations];

“Qualified” has the meaning set out in Schedule 10 [Safety];

“Qualified Environmental Professional” or **“QEP”** has the meaning set out in Schedule 7 [Environmental Obligations];

“Qualified Industrial Hygienist” has the meaning set out in Schedule 10 [Safety];

“Quality” has the meaning set out in Schedule 8 [Quality Management];

“Quality Assurance” has the meaning set out in Schedule 8 [Quality Management];

“Quality Audit Plan” has the meaning set out in Schedule 8 [Quality Management];

“Quality Audit Program” has the meaning set out in Schedule 8 [Quality Management];

“Quality Control” has the meaning set out in Schedule 8 [Quality Management];

“Quality Documentation” has the meaning set out in Schedule 8 [Quality Management];

“Quality Management” has the meaning set out in Schedule 8 [Quality Management];

“Quality Management System” or **“QMS”** has the meaning set out in Schedule 8 [Quality Management];

“Quality Manager” has the meaning set out in Schedule 8 [Quality Management];

- “**Quality Manual**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Objectives**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Policy**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Processes**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Progress Report**” has the meaning set out in Schedule 8 [Quality Management];
- “**Quality Record**” has the meaning set out in Schedule 8 [Quality Management];
- “**Ready for Inundation**” has the meaning set out in Schedule 11 [Prices and Payment];
- “**Record Drawing**” has the meaning set out in Schedule 6 [Specifications and Drawings];
- “**Records**” has the meaning set out in Schedule 15 [Records];
- “**Records Management Protocol**” has the meaning set out in Schedule 15 [Records];
- “**Referee**” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];
- “**Referee Agreement**” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];
- “**Referee Notice**” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];
- “**Reference Documents**” has the meaning set out in Schedule 2 [General Conditions];
- “**Regional Community Liaison Committee**” has the meaning set out in Schedule 9 [Communications Roles];
- “**Reinforcement**” has the meaning set out in Section 03 20 00 of Appendix 6-2 [Technical Specifications];
- “**Rejection Notice**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “**Release Event**” has the meaning set out in Schedule 11 [Prices and Payment];
- “**Repair**” has the meaning set out in Schedule 8 [Quality Management];
- “**Representative**” means either Hydro’s Representative or the Contractor’s Representative, as the case may be;
- “**Respirable Crystalline Silica Dust**” or “**RCS Dust**” has the meaning set out in Schedule 10 [Safety];
- “**Responsible Party**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “**Review**” has the meaning set out in Schedule 5 [Submittals Procedure];
- “**Rework**” has the meaning set out in Schedule 8 [Quality Management];
- “**Right Bank Cofferdam**” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “**Riser**” has the meaning set out in Section 26 05 10 of Appendix 6-2 [Technical Specifications];

“Roller Compacted Concrete” or **“RCC”** has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];

“Roller Pass” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Roofing System” has the meaning set out in Section 07 52 00 of Appendix 6-2 [Technical Specifications];

“Safe Work Procedures” has the meaning set out in Schedule 10 [Safety];

“Safety Area” has the meaning set out in Schedule 10 [Safety];

“Safety Audits and Inspections” has the meaning set out in Schedule 10 [Safety];

“Safety Certification” has the meaning set out in Schedule 10 [Safety];

“Safety Incident” has the meaning set out in Schedule 10 [Safety];

“Safety Manager” has the meaning set out in Schedule 10 [Safety];

“Safety Order” has the meaning set out in Schedule 10 [Safety];

“Safety Regulations” has the meaning set out in Schedule 10 [Safety];

“Safety Submittal Guidance Document” has the meaning set out in Schedule 10 [Safety];

“Sand” has the meaning set out in Section 31 70 00 of Appendix 6-2 [Technical Specifications];

“Satisfactory” has the meaning set out in Schedule 7 [Environmental Obligations];

“Schedule of Prices and Estimated Quantities” means Appendix 11-1 [Schedule of Prices and Estimated Quantities];

“Scrap” has the meaning set out in Schedule 8 [Quality Management];

“Second Notice of Delivery” has the meaning set out in Schedule 2 [General Conditions];

“Security Plan” has the meaning set out in Schedule 2 [General Conditions];

“Select Granular Sub-Base (SGSB)” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Septimus Requested Use Plan” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“Septimus Siding” has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];

“Settlement Agreement” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Settlement Meeting” has the meaning set out in Schedule 14 [Dispute Resolution Procedure];

“Single Component Fire Stop System” has the meaning set out in Section 07 84 00 of Appendix 6-2 [Technical Specifications];

“Shared Road” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“Site” means the general location of the Project, including all areas covered by the EAC;

“Site C Contractor Drug and Alcohol Policy Requirements” has the meaning set out in Schedule 2 [General Conditions];

“Site C Document Control” has the meaning set out in Schedule 2 [General Conditions];

“Site C Project Site Wide Absolute Requirements: Worker Behaviour” or **“Site Absolutes”** has the meaning set out in Schedule 2 [General Conditions];

“Site Office Laydown Space” has the meaning set out in Section 01 55 00 of Appendix 6-2 [Technical Specifications];

“Site Overhead” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Site Safety Coordinator” has the meaning set out in Schedule 10 [Safety];

“Site Safety Management Plan” or **“SSMP”** has the meaning set out in Schedule 10 [Safety];

“Small Tool” means a small tool or equipment item with a replacement value of no more than \$1,500.00 per tool or item;

“South Bank” or **“Right Bank”** means the land located to the south of the Peace River;

“Specialized Hazard” has the meaning set out in Schedule 10 [Safety];

“Specifications” or **“Technical Specifications”** has the meaning set out in Schedule 6 [Specifications and Drawings];

“Spillway Buttress” has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];

“Spillway Construction Superintendent” means the Key Individual, having the qualifications and experience described in Section 3.11 of Schedule 3 [Roles and Representatives], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];

“SPOG” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“SPR” has the meaning set out in Schedule 10 [Safety];

“SPSL” has the meaning set out in Section 35 20 16 of Appendix 6-2 [Technical Specifications];

“SSMP Implementation Schedule” has the meaning set out in Schedule 10 [Safety];

“Statement of Aboriginal Principles” has the meaning set out in Schedule 16 [Aboriginal Participation and Reporting Requirements];

“Stockpile Area” has the meaning set out in Section 03 40 00 of Appendix 6-2 [Technical Specifications];

“Stop Work Procedure” has the meaning set out in Schedule 7 [Environmental Obligations];

“Subcontractor” has the meaning set out in Schedule 2 [General Conditions];

- “Subgrade Surface”** has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];
- “Submission Date”** has the meaning set out in Appendix 2-7 [Leave to Commence];
- “Submittal”** has the meaning set out in Schedule 5 [Submittals Procedure];
- “Submittal Register”** has the meaning set out in Schedule 5 [Submittals Procedure];
- “Submittal Schedule”** has the meaning set out in Schedule 5 [Submittals Procedure];
- “Substantial Completion”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Supervising Engineer”** has the meaning in Section 03 30 00 of Appendix 6-2 [Technical Specifications];
- “Supplementary Cementing Material”** or **“SCM”** has the meaning set out in Section 03 30 00 of Appendix 6-2 [Technical Specifications];
- “Supporting Role Construction Communications Plan”** has the meaning set out in Schedule 9 [Communications Roles];
- “System Operating Orders”** or **“SOO”** has the meaning set out in Schedule 10 [Safety];
- “Tailrace Channel”** has the meaning set out in Appendix 4-1 [BC Hydro Project Schedule];
- “Telecommunication Connection Point”** has the meaning set out in Appendix 2-4 [Site Access, Conditions and Services];
- “Temporary Field Office”** has the meaning set out in Section 01 55 00 of Appendix 6-2 [Technical Specifications];
- “Tendon”** has the meaning set out in Section 03 20 00 of Appendix 6-2 [Technical Specifications];
- “Test Result Tracking System”** has the meaning set out in Schedule 8 [Quality Management];
- “TG Contractor”** or **“TG”** means the contractor engaged by BC Hydro under the ‘Turbine and Generator Contract’;
- “Thermal Control Engineer”** means the Key Individual, having the qualifications and experience described in Clause 1.8.2 of Section 03 30 00 of Appendix 6-2 [Technical Specifications], appointed in accordance with Section 3.6 of Schedule 3 [Roles and Representatives];
- “Tightly Fitted”** has the meaning set out in Section 07 84 00 of Appendix 6-2 [Technical Specifications];
- “Total Completion”** has the meaning set out in Schedule 11 [Prices and Payment];
- “Traffic Management Plan”** or **“TMP”** has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];
- “Transmittal”** has the meaning set out in Schedule 2 [General Conditions];
- “TSS”** has the meaning set out in Schedule 7 [Environmental Obligations];

“Type 2 Polyethylene” has the meaning set out in Section 09 21 16 of Appendix 6-2 [Technical Specifications];

“Type A Pipe Supports” has the meaning set out in Section 22 10 02 of Appendix 6-2 [Technical Specifications];

“Type B Pipe Supports” has the meaning set out in Section 22 10 02 of Appendix 6-2 [Technical Specifications];

“Type X” has the meaning set out in Section 09 21 16 of Appendix 6-2 [Technical Specifications];

“Unit Price Items” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Upstream Closure Cofferdam” means the Stage 2 Upstream Cofferdam shown on Drawing 1016-C17-00217 of Appendix 6-3 [Drawings];

“Use As Is” has the meaning set out in Schedule 8 [Quality Management];

“Value Engineering Proposal” has the meaning set out in Schedule 12 [Changes];

“Variance Threshold Percentage” has the meaning set out in Appendix 11-2 [Measurement and Payment];

“Vegetation and Invasive Plant Management Plan” has the meaning set out in Schedule 7 [Environmental Obligations];

“Warranty Period” has the meaning set out in Schedule 2 [General Conditions];

“Warranty Work” has the meaning set out in Schedule 11 [Prices and Payment];

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

“Water Licence” has the meaning set out in Appendix 2-7 [Leave to Commence];

“Water Management” has the meaning set out in Schedule 7 [Environmental Obligations];

“Water Management Inspection and Test Plan” has the meaning set out in Schedule 7 [Environmental Obligations];

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

“Water Management System Plan” has the meaning set out in Schedule 7 [Environmental Obligations];

“Water Retaining Structures” has the meaning set out in Section 03 10 00 of Appendix 6-2 [Technical Specifications];

“Weather Conditions” has the meaning set out in Schedule 2 [General Conditions];

“Weekly Environmental Monitoring Report” has the meaning set out in Schedule 7 [Environmental Obligations];

“Well Graded Base Course (WGBC)” has the meaning set out in Section 34 50 00 of Appendix 6-2 [Technical Specifications];

“**Wildfire Hazard Assessment and Abatement Plan**” has the meaning set out in Schedule 10 [Safety];

“**Wildfire Response**” has the meaning set out in Schedule 10 [Safety];

“**Wildlife Management Plan**” has the meaning set out in Schedule 7 [Environmental Obligations];

“**Witness Point**” has the meaning set out in Schedule 8 [Quality Management];

“**Work**” means and includes anything and everything required to be done by the Contractor for the fulfilment and completion of the Contract;

“**Work Method Statements**” or “**WMS**” has the meaning set out in Schedule 8 [Quality Management];

“**Work Program and Schedule**” has the meaning set out in Schedule 4 [Work Program and Schedule];

“**Work Protection Practices**” or “**WPP**” has the meaning set out in Schedule 10 [Safety];

“**Work Site**” means the location where the constructed Work is to be finally or permanently located or installed;

“**Worker Accommodation Area**” has the meaning set out in Schedule 2 [General Conditions];

“**Worker Accommodation Facility**” has the meaning set out in Schedule 2 [General Conditions];

“**Worker Accommodation Operator**” has the meaning set out in Schedule 2 [General Conditions];

“**Worker Method Statements**” has the meaning set out in Schedule 8 [Quality Management]; and

“**WorkSafeBC**” has the meaning set out in Schedule 10 [Safety].

Any words or phrases defined elsewhere in the Contract will have the particular meaning assigned to such words or phrases.

2 INTERPRETATION

Except as expressly set out otherwise in the Contract or as the context otherwise requires, the following will apply to the interpretation of the Contract:

- (a) the documents comprising the Contract are complementary and will be read and interpreted together and what is required by any one Contract document will be deemed to be required by all Contract documents;
- (b) headings are for convenience and reference only and will not affect the interpretation of the Contract;
- (c) all dollar figures will mean Canadian dollars;
- (d) words importing the singular include the plural, and vice versa;
- (e) words importing gender include all genders;
- (f) where a reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;

- (g) where the date for any delivery or response falls on a Saturday, Sunday or statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day which is not a Saturday, Sunday or statutory holiday observed in British Columbia;
- (h) in the calculation of time, the first day will be excluded and the last day will be included;
- (i) the words in the Contract will bear their natural or defined meaning;
- (j) the word “including” is deemed to be followed by “without limitation”;
- (k) where the Contract provides that a party has “discretion”, it means that party has the sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless specifically required under the provisions of the Contract;
- (l) all of BC Hydro’s payment obligations are expressly set out in the Contract and no obligation of BC Hydro to reimburse or pay any amount to the Contractor will be implied by the use or absence of expressions such as “at no extra cost or expense to BC Hydro”, “at Contractor’s sole cost and expense”, “as part of the Work”, “Contractor will at its cost”, “Contractor will pay the cost of” or “Contractor will be solely responsible for the costs of” in connection with particular obligations or responsibilities of the Contractor;
- (m) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations in force from time to time, and any statute or regulation that may be passed which has the effect of amending, supplementing or superseding the statute referred to or such statute’s corresponding regulations; and
- (n) the parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of the Contract.

3 PRIORITY OF CONTRACT DOCUMENTS

If there is any inconsistency or conflict between provisions of the documents that comprise the Contract, as set out in Section 2.2 of the Agreement, then:

- (a) the provisions establishing the higher levels of safety, reliability, durability, performance, quality and service will prevail over provisions establishing lower levels of safety, reliability, durability, performance, quality and service;
- (b) if the inconsistency or conflict is between a provision of general application and a provision that applies only to a specific part of the Work, the provision that applies to the specific part of the Work will prevail for that specific part of the Work;
- (c) the order of priority between the documents comprising the Contract, from highest to lowest with the Agreement having the highest priority, is as follows:
 - (i) the Agreement;
 - (ii) Schedule 1 [Definitions and Interpretation];
 - (iii) Schedule 2 [General Conditions];

- (iv) all other Schedules, Appendices, Exhibits and Attachments, excluding Drawings, Specifications, Appendix 2-5 [Proposal Extracts] and Appendix 4-2 [Work Program and Schedule];
 - (v) Drawings in Appendix 6-3 [Drawings];
 - (vi) Specifications; and
 - (vii) Appendix 4-2 [Work Program and Schedule] and Appendix 2-5 [Proposal Extracts];
- (d) Drawings of a larger scale have priority over Drawings of a smaller scale;
- (e) figured dimensions on a Drawing will govern over scaled measurements on the same Drawing;
- (f) Documents of a later date will always supersede a similar type of Document of an earlier date; and
- (g) in determining whether an inconsistency or conflict exists between Appendix 2-5 [Proposal Extracts] and any other provisions of the Contract, to the extent that Appendix 2-5 [Proposal Extracts] includes additional requirements for higher standards of quality or performance or additional requirements for more extensive scope of design, work or services than otherwise required, no such inconsistency or conflict will be deemed to exist and the Contractor's obligations hereunder will include compliance with all such additional requirements.

Notwithstanding that deficiencies may exist in Appendix 2-5 [Proposal Extracts], the Contractor continues to be fully bound to perform all of its obligations under the Contract. BC Hydro is not responsible for identifying deficiencies in Appendix 2-5 [Proposal Extracts] and irrespective of whether BC Hydro has identified or has failed to identify any such deficiencies; the Contractor is not relieved in any way from meeting all of the requirements of the Contract.