

# MAIN CIVIL WORKS CONTRACT

## SCHEDULE 2

### GENERAL CONDITIONS

#### 1 INTERPRETATION

##### 1.1 Definitions

In this Schedule 2 [General Conditions], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

**“Actual Good Weather Days”** means the sum of the Good Weather Days and Partial Good Weather Days which actually occurred during the applicable Baseline Work Period;

**“Administrative Correspondence”** has the meaning set out in Section 2.1(a)(ii) of this Schedule 2 [General Conditions];

**“Apprentices Policy”** has the meaning set out in Section 6.24 of this Schedule 2 [General Conditions];

**“Baseline Work Period”** has the meaning set out in Section 13.3(a) of this Schedule 2 [General Conditions];

**“BC Hydro Delay”** has the meaning set out in Section 12.1 of this Schedule 2 [General Conditions];

**“Climate Station”** means climate station 7;

**“Confidential Information”** has the meaning set out in Section 20.1 of this Schedule 2 [General Conditions];

**“Consequential Damages”** has the meaning set out in Section 24.2 of this Schedule 2 [General Conditions];

**“Contract Records”** has the meaning set out in Section 2.1(a) of this Schedule 2 [General Conditions];

**“Contractor Delay”** has the meaning set out in Section 12.2 of this Schedule 2 [General Conditions];

**“Contractor’s Daily 72 Hour Confirmation”** has the meaning set out in Section 7.6(b) of this Schedule 2 [General Conditions];

**“Default Costs”** has the meaning set out in Section 15.3(c) of this Schedule 2 [General Conditions];

**“Design-Build Work”** has the meaning set out in Section 8.1 of this Schedule 2 [General Conditions];

**“Document”** has the meaning set out in Section 2.1(b) of this Schedule 2 [General Conditions];

**“Document Number”** has the meaning set out in Section 2.1(c) of this Schedule 2 [General Conditions];

**“Extreme Weather Delay”** has the meaning in Section 13.4(b) of this Schedule 2 [General Conditions];

**“General Site Documents”** has the meaning set out in Section 5.5 of this Schedule 2 [General Conditions];

**“Good Weather Day”** means:

- (a) with respect to the Powerhouse Buttress RCC or Spillway Buttress RCC, any day during which:
  - (i) the air temperature measured at the Climate Station is warmer than -2°C for at least 20 hours; and
  - (ii) the rainfall measured at the Climate Station does not exceed 2.5 millimeters during a single hour during the period that the air temperature measured at the Climate Station is warmer than -2°C; and
- (b) with respect to the Earthfill Dam, any day during which:
  - (i) the air temperature measured at the Climate Station is warmer than 0°C for at least 20 hours; and
  - (ii) the rainfall measured at the Climate Station does not exceed 5 millimeters in the aggregate;

**“Good Weather Day Shortfall”** has the meaning set out in Section 13.5 of this Schedule 2 [General Conditions];

**“Guest”** has the meaning set out in Section 7.5 of this Schedule 2 [General Conditions];

**“Indemnified Parties”** has the meaning set out in Section 23.1 of this Schedule 2 [General Conditions];

**“Indemnified Party”** has the meaning set out in Section 23.1 of this Schedule 2 [General Conditions];

**“Indicated Good Weather Days”** has the meaning set out in Section 13.3(b) of this Schedule 2 [General Conditions];

**“Issued for Construction Drawings”** or **“IFC Drawings”** has the meaning set out in Section 3.18 of this Schedule 2 [General Conditions];

**“Labour Disruption”** has the meaning set out in Section 6.4(b) of this Schedule 2 [General Conditions];

**“Other Contractor”** has the meaning set out in Section 3.6 of this Schedule 2 [General Conditions];

**“Partial Good Weather Day”** means:

- (a) with respect to the Powerhouse Buttress RCC or Spillway Buttress RCC, any day during which:
  - (i) the air temperature measured at the Climate Station is warmer than -2°C for less than 20 hours, but at least 4 hours; and
  - (ii) the rainfall measured at the Climate Station does not exceed 2.5 millimeters during a single hour during the period that the air temperature measured at the Climate Station is warmer than -2°C; and
- (b) with respect to the Earthfill Dam, any day during which:
  - (i) the air temperature measured at the Climate Station is warmer than 0°C for less than 20 hours, but at least 4 hours; and

- (ii) the rainfall measured at the Climate Station does not exceed 5 millimeters in the aggregate,

expressed as a fraction of a Good Weather Day, calculated by dividing the Workable Hours during that Partial Good Weather Day by 20, and rounding that number down to the nearest tenth of a day (i.e.,  $5 \text{ Workable Hours} / 20 = 0.2 \text{ Good Weather Days}$ );

“**Permitting Plan**” has the meaning set out in Section 4.2(b) of this Schedule 2 [General Conditions];

“**Project Delay**” has the meaning set out in Section 12.4 of this Schedule 2 [General Conditions];

“**Project Related Permits**” has the meaning set out in Section 4.1 of this Schedule 2 [General Conditions];

“**Security Plan**” has the meaning set out in Section 19.4 of this Schedule 2 [General Conditions];

“**Site C Document Control**” has the meaning set out in Section 2.1 of this Schedule 2 [General Conditions];

“**Subcontractor**” has the meaning set out in Section 3.12 of this Schedule 2 [General Conditions];

“**Temporary Foreign Worker**” has the meaning set out in Section 6.19(b)(v) of this Schedule 2 [General Conditions];

“**Transmittal**” has the meaning set out in Section 2.1(e) of this Schedule 2 [General Conditions];

“**Warranty Period**” has the meaning set out in Section 25.3(a) of this Schedule 2 [General Conditions];

“**Weather Dependent Works**” has the meaning set out in Section 13.2 of this Schedule 2 [General Conditions];

“**Worker Accommodation Area**” has the meaning set out in Section 7.1 of this Schedule 2 [General Conditions];

“**Worker Accommodation Facility**” has the meaning set out in Section 7.1 of this Schedule 2 [General Conditions]; and

“**Worker Accommodation Operator**” has the meaning set out in Section 7.1 of this Schedule 2 [General Conditions].

## **2 CONTRACT ADMINISTRATION**

### **2.1 Site C Document Control**

BC Hydro has established an electronic system (“**Site C Document Control**”) which it intends to use for the storage, cataloguing, retention and retrieval of all Project records, and the following will apply:

- (a) the parties will deliver all documentation of any kind whatsoever that one party delivers to the other party under this Contract (collectively, the “**Contract Records**”), including:
  - (i) all Submittals; and

- (ii) all administrative communications, including general requests for information, copies of invoices, meeting minutes, general correspondence and emails (collectively, **“Administrative Correspondence”**),  
by way of Site C Document Control, in accordance with Appendix 2-8 [SharePoint Technical Requirements for Contractors];
- (b) a Contract Record may consist of one or more electronic files (each, a **“Document”**);
- (c) BC Hydro will assign a unique number (each a **“Document Number”**) to each Document that is part of a Submittal, as follows:
  - (i) for a Document that corresponds to a Submittal or Submittal Item that is set out in the Submittal Schedule, BC Hydro will assign that Document a Document Number after the submission of that Submittal Schedule;
  - (ii) for a Document that is not assigned a Document Number pursuant to Section 2.1(c)(i) of this Schedule 2 [General Conditions]:
    - (A) the Contractor may, prior to delivering the Submittal containing that Document in accordance with Section 2.1(a) of this Schedule 2 [General Conditions], request a Document Number for that Document; or
    - (B) the Contractor may submit the Submittal containing that Document in accordance with Section 2.1(a) of this Schedule 2 [General Conditions], after which BC Hydro will assign a Document Number to that Document;
- (d) without limiting Appendix 2-8 [SharePoint Technical Requirements for Contractors], the parties will use reasonable commercial efforts to prepare a Contract Record so that no Contract Record exceeds 50 GB in total and so that no individual Document that is part of a Contract Record exceeds 2 GB;
- (e) a party that delivers a Contract Record in accordance with Section 2.1(a) of this Schedule 2 [General Conditions] will deliver with that Contract Record a copy of a summary of documents included in that Contract Record (a **“Transmittal”**) in respect of that Contract Record; and
- (f) at the time that a party delivers any Contract Record in accordance with Section 2.1(a) of this Schedule 2 [General Conditions], that party will deliver a copy of the Transmittal in respect of that Contract Record electronically to the receiving party’s Representative.

### **3 EXECUTION OF THE WORK**

#### **3.1 Control of Work**

Except as expressly set out otherwise in the Contract Documents, including Section 3.18 of this Schedule 2 [General Conditions], the Contractor will:

- (a) have complete control of the Work and will effectively direct and supervise the Work so that it conforms to the Contract Documents; and
- (b) be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work.

### 3.2 Standard of Work

The Contractor will perform the Work in accordance with:

- (a) the Contract Documents;
- (b) Laws and Permits; and
- (c) Good Industry Practice.

If more than one standard, including building codes, requirements of an authority having jurisdiction, work practices and procedures, and specifications, applies to the performance of the Work, then the strictest of such will apply.

### 3.3 Equivalents

The Contractor may, at any time, request approval of an Equivalent, accompanied by such supporting documentation and information as Hydro's Representative may require. Any approval of an Equivalent may in the sole discretion of Hydro's Representative be withheld.

### 3.4 Documents at Site

BC Hydro will provide the Contractor, without charge, one copy of the Contract Documents. The Contractor will, at all times, keep and maintain one copy of a complete set of the current Contract Documents, including all Issued for Construction Drawings, approved shop Drawings, revised or supplementary Drawings or Specifications and other design details that have been issued by Hydro's Representative or, as applicable, by the Contractor, at the Site and at all other locations where the Work or components of the Work are being performed, fabricated or manufactured, in good order and available for review by Hydro's Representative.

### 3.5 Monuments and Controls

The Contractor will protect and preserve all survey monuments and control points, if any, installed by or on behalf of BC Hydro at the Site, and will, at the Contractor's sole cost and expense, replace or re-establish any such monument or control point as may be destroyed or disturbed by the Contractor or any Subcontractor. The provisions of this Section will not apply to such survey monuments and control points, if any, that are located in direct conflict with the permanent Work, or are located in areas where, because of the performance of the Work, they cannot reasonably be replaced or re-established.

### 3.6 Work by Other Contractors or BC Hydro

BC Hydro reserves the right to engage other contractors (each, an "**Other Contractor**") and to use BC Hydro's own forces to perform work at the Site during the time for the performance of the Work, including the Contractor's Work Areas. With respect to any work performed, or to be performed, at the Site by Other Contractors or BC Hydro's own forces:

- (a) the Contractor will coordinate the performance of the Work with the work of all Other Contractors and BC Hydro's own forces, and perform the Work to connect to such other work as specified or shown in the Contract Documents. If such coordination and connection directly interferes with the Contractor's performance of the Work and causes the Contractor to incur costs or delays or both that could not have been reasonably anticipated by the Contractor as of the date the Contractor submitted its "Financial Submission" under RFP #1824 to BC Hydro for the performance of the Work, then 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(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's

Representative promptly upon the Contractor becoming aware of such circumstances, or, in any event, promptly after the date when the Contractor should reasonably have become aware of such circumstances; and

- (b) if the Contractor discovers any deficiencies in the work of an Other Contractor or BC Hydro's own forces that may affect the performance of the Work, then the Contractor will immediately, and before proceeding with such affected Work, report such deficiencies to Hydro's Representative and then confirm such report in writing if the initial report was not in writing.

BC Hydro will include in any major contract entered into after the Effective Date in respect of the construction of the Project, a provision on substantially the same terms and conditions as this Section 3.6.

### 3.7 Temporary Structures Designed by the Contractor

The Contractor will have the sole responsibility for the design, erection, operation, use, maintenance and removal of temporary supports, structures, facilities, services and other temporary items required by the Contractor for the performance of the Work. Such temporary items will not include items that will become part of the permanent Work. The Contractor will, as part of the performance of the Work, engage and pay for Professional Engineers skilled and knowledgeable in the appropriate disciplines to provide professional engineering services with respect to such temporary supports, structures, facilities, services and other temporary items where required by Law or by the Contract Documents and, in any event, in all cases where such temporary supports, structures, facilities, services and other temporary items are of such a nature, including with respect to their method of construction, that safety or Good Industry Practice requires the skill and knowledge of a registered and qualified Professional Engineer.

### 3.8 Errors in Contract Documents

The Contractor will review the Contract Documents and promptly report to Hydro's Representative any discovered error, inconsistency or omission. If the Contractor discovers any error, inconsistency or omission in the Contract Documents, then the Contractor will not proceed with the performance of the Work affected by such error, inconsistency or omission without first receiving directions or clarifications from Hydro's Representative. If the Contractor proceeds with such affected Work after becoming aware of an error, inconsistency or omission, or, in any event, after the time when a qualified and experienced contractor should reasonably have become aware of the error, inconsistency or omission, without first receiving directions or clarifications from Hydro's Representative, then the Contractor will, at the Contractor's sole cost and expense, remove, replace or make good any Work which fails to meet the requirements of the Contract Documents. Subject to the above provisions of this Section 3.8, in conducting such review, the Contractor will not be responsible or liable to BC Hydro to discover all errors, inconsistencies or omissions.

### 3.9 Quality Assurance and Quality Control

The Contractor will be responsible for quality assurance and quality control for the performance of the Work as described in Schedule 8 [Quality Management], provided that compliance with the requirements in Schedule 8 [Quality Management] will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with all other requirements of the Contract Documents.

### 3.10 Work Program and Schedule

The Contractor will comply with Schedule 4 [Work Program and Schedule].

### 3.11 Supervision

The Contractor will provide all necessary supervision on the Site and appoint a competent representative(s) with authority to supervise the performance of the Work, who will be in attendance on the Site while Work is being performed. Such representative(s) may be the same as the Contractor's Representative.

### 3.12 Subcontractors

The following will apply with respect to all subcontractors, consultants, suppliers, manufacturers and vendors (each, a "**Subcontractor**" and the term "Subcontractor" will be deemed to include all further subcontractors, consultants, suppliers, manufacturers and vendors engaged below a Subcontractor) engaged by or through the Contractor to perform a portion of the Work:

- (a) unless the Contract Documents identify a specific Subcontractor, the Contractor will not directly or indirectly engage or permit the engagement of a Subcontractor to perform:
  - (i) a significant or material amount of the Work and where the value of such subcontracted Work is \$5,000,000.00 or greater; or
  - (ii) elements of the Work which for reasons such as safety, environmental impact and schedule control Hydro's Representative determines requires specific expertise and experience,

without the prior written consent of Hydro's Representative, which consent will not be unreasonably withheld;
- (b) if and to the extent the Contract Documents identify a specific Subcontractor, then the Contractor will not change any such specified Subcontractor without the prior written consent of Hydro's Representative, which consent may in the sole discretion of Hydro's Representative be withheld;
- (c) notwithstanding any approval or consent given by Hydro's Representative to the engagement of a Subcontractor, including any approval or consent given under the Consent Procedure or Review Procedure, if any event occurs or circumstance arises in relation to a Subcontractor that would, if it occurred or arose with respect to the Contractor, entitle BC Hydro to terminate the Contract pursuant to the Contract, then Hydro's Representative may, by written notice to the Contractor's Representative, require the Contractor to discharge or cause to be discharged the Subcontractor and to cancel and terminate or cause to be cancelled and terminated the applicable agreement with the Subcontractor;
- (d) notwithstanding any other provision in the Contract, and in addition to BC Hydro's rights described in Section 3.12(c) of this Schedule 2 [General Conditions], Hydro's Representative may, by written notice to the Contractor's Representative, object to any Subcontractor engaged to perform a portion of the Work for any reason. Upon receipt of any such notice, the Contractor will immediately cause such Subcontractor to be removed from the Site, if applicable, and the Project and promptly replaced by a Subcontractor with suitable qualifications and experience. If Hydro's Representative exercises its authority under this Section 3.12(d), 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(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of the identity of the replacement Subcontractor. Notwithstanding any other provision in this Section 3.12(d), the Contractor will retain all authority and control over its Subcontractors;

- (e) the Contractor will:
  - (i) require all Subcontractors to perform their work in accordance with the Contract Documents; and
  - (ii) be fully responsible for the acts, omissions, errors and defaults of a Subcontractor, its employees or other Persons engaged by or through that Subcontractor as if such acts, omissions, errors and defaults were those of the Contractor, and neither the engagement of a Subcontractor by the Contractor nor the approval, consent or rejection by Hydro's Representative of or to a Subcontractor will in any way reduce or amend or otherwise alter the Contractor's responsibility for the performance of the Work as set out in the Contract Documents; and
- (f) nothing in the Contract will be construed as creating any contractual relationship between BC Hydro and any Subcontractor or any other Persons engaged by or through a Subcontractor.

### 3.13 Key Individuals

If Key Individuals are identified in Schedule 3 [Roles and Representatives] then the Contractor will use reasonable commercial efforts to retain those persons, and will make such retained persons available to perform the tasks as identified in Schedule 3 [Roles and Representatives].

### 3.14 Products and Materials

Except as expressly set out otherwise in the Contract Documents, the Contractor will only provide products and materials that are new. If the Contract Documents do not specify or describe the quality of a product or materials required for the Work, then the product or materials will be of a quality equivalent to the quality of the adjacent or connecting portions of the Work.

### 3.15 BC Hydro Property

If BC Hydro provides any BC Hydro Property to the Contractor, then:

- (a) Hydro's Representative will, within seven days of providing such BC Hydro Property to the Contractor, provide the Contractor with a schedule of values showing the replacement value of such BC Hydro Property;
- (b) the Contractor will have responsibility for all such BC Hydro Property, but BC Hydro will retain ownership of all BC Hydro Property;
- (c) the Contractor will, at all times, maintain, and make available to Hydro's Representative upon request, a current inventory of all such BC Hydro Property and a description and the location of all such BC Hydro Property, in sufficient detail to permit Hydro's Representative to readily identify and verify the location and condition of all such BC Hydro Property; and
- (d) the Contractor will use such BC Hydro Property only for the purposes expressly set out in the Contract Documents or for the purposes such BC Hydro Property is typically used.



### 3.16 Audits, Tests and Inspections

Hydro's Representative and Hydro's Representative's delegates will have access to the Work at all times, including Work being performed at a location other than the Site, for the purpose of auditing, testing and inspecting the Work so as to remain familiar with the progress and quality of all aspects of the Work, and to be able to determine that the Work is proceeding in conformance with the requirements of the Contract Documents. With respect to all such audits, tests and inspections:

- (a) the Contractor will incorporate or cause to be incorporated all such auditing, testing and inspection rights in all applicable agreements with Subcontractors, and will take all necessary steps to facilitate such auditing, testing and inspection, including maintaining easy access to the Site;
- (b) Hydro's Representative will conduct, in a timely manner, any audits, tests or inspections of the Work, equipment and materials that the Contract Documents require Hydro's Representative to conduct;
- (c) if audits, tests or inspections of the Work, equipment or materials are required by the Contract Documents to be conducted by Hydro's Representative or are required by Law to be conducted by a Governmental Authority, the Contractor will, in accordance with the then current Work Program and Schedule but, in any event, with no less than 14 days' notice, notify Hydro's Representative and the applicable Governmental Authority in writing of the date on and the place at which any such audits, tests or inspections can be conducted;
- (d) Hydro's Representative will be entitled to observe all quality audits, tests and inspections, and results and data pertaining to the Work, including factory or other tests performed at a location other than the Site, and the Contractor will give written notice to Hydro's Representative of such audits, tests and inspections, and results and data, in accordance with Section 3.16(c) of this Schedule 2 [General Conditions];
- (e) the Contractor will submit to Hydro's Representative copies of all certificates, inspection reports, test reports and quality documentation (all in a format agreed by Hydro's Representative in writing) relating to the Work, promptly after receiving or preparing such certificates, reports and quality documentation;
- (f) Hydro's Representative has the authority to order audits, tests and inspections of the Work, equipment and materials not required or contemplated by the Contract Documents, or at Law, if Hydro's Representative believes, acting reasonably, that any aspect of the Work does not conform to the requirements of the Contract Documents;
- (g) Hydro's Representative has the authority to reject any Work that does not conform to the requirements of the Contract Documents, and the Contractor will, at its sole cost and expense, correct such non-compliant Work, subject to the Contractor's rights to dispute under Schedule 14 [Dispute Resolution Procedure];
- (h) Hydro's Representative has the authority to stop Work where such Work is not being performed in accordance with the Contract Documents, or where there is a threat, whether or not imminent, to the safety of anyone or anything at the affected area or to the environment;
- (i) Hydro's Representative's authority to order audits, tests and inspections, or to reject or otherwise review the Work, will be for the benefit of BC Hydro, and such authority will not give rise to any duty or responsibility on Hydro's Representative or BC Hydro to the Contractor, Subcontractors, or their agents, employees or other Persons performing any of the Work, to order audits, tests or inspections, or to reject or otherwise review the Work;

- (j) the Contractor will pay for the cost of making any audit, test or inspection, including the cost of samples, if the audit, test or inspection is designated in the Contract Documents to be performed by the Contractor or is required by Law, except in circumstances where the audit, test or inspection has been ordered by Hydro's Representative under Section 3.16(f) of this Schedule 2 [General Conditions] and the results of such audit, test or inspection confirm that the Work is being performed in accordance with the Contract Documents, in which case BC Hydro will pay for the cost of the audit, test or inspection, including the cost of repairing and/or re-instating any portion of the Work damaged or made unusable as a result of the audit, test or inspection; and
- (k) if the Contractor covers or permits to be covered Work that has been designated in the Contract Documents or by Law for audits, tests, inspections or approvals, before such audits, tests, inspections or approvals are made, given or completed, then Hydro's Representative may direct the Contractor to uncover such Work, as required, so that such audits, tests, inspections or approvals may be completed or given to the satisfaction of Hydro's Representative, acting reasonably. The Contractor will uncover and make good such Work and any other removed or damaged property at the Contractor's sole cost and expense.

The Contractor will perform or cause to be performed all audits, tests and inspections as are called for or required under the Contract Documents, including any audits, tests and inspections required by Law or ordered by Hydro's Representative, for the performance of the Work. The audits, tests and inspections required by the Contract Documents or by Law or by Hydro's Representative are for BC Hydro's benefit and acceptable audit, test and inspection results will not relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work and to correct defects or deficiencies in the Work, all in accordance with the requirements of the Contract Documents.

### 3.17 Submittals

Submittals will be provided in accordance with Schedule 5 [Submittals Procedure].

### 3.18 Issued for Construction Drawings

Without limiting the Contractor's obligations under Section 3.17 of this Schedule 2 [General Conditions] to permit BC Hydro the opportunity to review all Submittals, the Contractor will perform Work which will form part of the permanent construction in accordance with the Drawings stamped "Issued for Construction" by the party (the Contractor, BC Hydro or a third party) primarily responsible for the design of such Work ("**Issued for Construction Drawings**" or "**IFC Drawings**").

If the Contractor proceeds with Work prior to receiving Issued for Construction Drawings for such Work and such construction and related Work is covered, then Hydro's Representative may direct the Contractor to uncover and make good such construction and related Work at the Contractor's sole cost and expense and the provisions of Section 3.16(k) of this Schedule 2 [General Conditions] will apply.

### 3.19 Data Room

BC Hydro may from time to time through the Data Room provide the Contractor with information relevant to the Project and the Work generally, which information will not be a Contract Record. The Contractor will, as part of the performance of the Work, during the performance of the Work, monitor the Data Room and be aware of such information.

### 3.20 Site Availability

Except as provided otherwise in the Contract Documents, the Site will be available for the performance of the Work every day of the year (24 hours per day), including statutory holidays.

### 3.21 Meetings

Hydro's Representative may require the Contractor to prepare for and attend:

- (a) regular status and progress meetings to plan, review and evaluate the progress of the Work and other items relevant to the Work and the Site, and in respect of such meetings:
  - (i) the Contractor will submit to Hydro's Representative a schedule for such meetings; and
  - (ii) the Contractor will, if requested by Hydro's Representative, require any Subcontractor to attend any such meeting;
- (b) monthly review meetings to review the most recent monthly progress report submitted in accordance with Section 2.8 of Schedule 4 [Work Program and Schedule], and any other business that Hydro's Representative may consider appropriate; and
- (c) other meetings as may be required for the Work or under the Contract Documents, or as Hydro's Representative may consider necessary, to discuss any aspect of the Work, including technical, interface management, health, safety, environmental, design, quality, verification, certification, documentation, engineering data, cost, accounting, scheduling, construction, progress and other issues, and except as may be expressly provided otherwise in the Contract Documents, the Contractor will ensure that sufficient and appropriate qualified personnel are available to attend such meetings.

### 3.22 Agenda for Meeting

Except in the event of an emergency, Hydro's Representative will issue an agenda setting out the items for discussion at a meeting no later than two business days prior to a meeting, unless Hydro's Representative has required the Contractor to prepare and submit an agenda for that meeting, in which case the Contractor will submit the agenda to Hydro's Representative no later than two business days prior to that meeting. Except in an emergency, or with the consent of both parties' Representatives, the parties will not discuss during a meeting any topic that is not covered or related to the items set out in the agenda for that meeting.

Each party will be responsible for issuing any information relating to the agenda items for each meeting, including reports, reproducible documentation and forward planning information, prior to the meeting so as to allow adequate preparatory study and evaluation of such information. If the parties agree that such information requires more than two days for adequate preparatory study and evaluation, discussion of the agenda item to which that information relates will be deferred to a subsequent meeting unless the parties otherwise agree or Hydro's Representative considers it appropriate to discuss that agenda item.

### 3.23 Meeting Minutes

The Contractor will, unless otherwise instructed by Hydro's Representative, record and submit minutes of all meetings in a form acceptable to Hydro's Representative acting reasonably, which minutes will be brief and at a minimum will indicate:

- (a) with whom the responsibility for a particular action lies;
- (b) the date the action was assigned;
- (c) the date required for completion of the action; and
- (d) the status and results of actions assigned in previous meetings and the actual date of completion of those actions, and

will append:

- (e) any information relating to the agenda items for that meeting, including reports, reproducible documentation and forward planning information; and
- (f) any other information tabled at that meeting.

At the end of each meeting, representatives from each party in attendance at the meeting will review the meeting minutes prepared by the Contractor and use reasonable commercial efforts to reach agreement on such minutes.

The Contractor will, not later than three days following a meeting, distribute finalized minutes of a meeting to all attendees of that meeting, to Hydro's Representative and to such other persons as Hydro's Representative may designate.

### 3.24 Action Log

The Contractor will submit to Hydro's Representative for Review a form of action log that tracks and contains all actions from all meetings and at a minimum indicates:

- (a) the meeting reference;
- (b) who is responsible for each action;
- (c) the date the action was assigned;
- (d) the date required for completion of the action; and
- (e) the status or actual date of completion of the action.

The Contractor will:

- (f) maintain the action log separately from any meeting minutes; and
- (g) submit an updated action log to Hydro's Representative on a monthly basis.

### 3.25 BC Hydro Code of Conduct

The Contractor will comply with the BC Hydro Code of Conduct. If a new version of the BC Hydro Code of Conduct is published after the Effective Date, BC Hydro will notify the Contractor in writing and the Contractor will have 30 days from the date of such notice to comply with such requirements, which will be a Change to which the provisions of Schedule 12 [Changes] will apply.

For the avoidance of doubt, ordinary commercial and business contact with third parties will not be perceived as a violation of the requirements of the BC Hydro Code of Conduct.

### 3.26 Aboriginal Inclusion and Reporting Requirements

The Contractor will, during the performance of its obligations under the Contract, comply with the terms and conditions set out in Schedule 16 [Aboriginal Inclusion and Reporting Requirements].

## 4 PERMITS

### 4.1 Project Related Permits

BC Hydro has obtained, or will obtain, the Permits listed in Appendix 2-3 [Project Related Permits] (the “**Project Related Permits**”). BC Hydro will maintain and renew, at BC Hydro’s cost, the Project Related Permits as required for the performance of the Work.

The Contractor will, as part of the Work, provide all assistance reasonably requested by BC Hydro to obtain, maintain and renew Project Related Permits as required for the performance of the Work. Such assistance will be provided at no cost to BC Hydro.

### 4.2 Contractor’s Permits and Permitting Plan

The Contractor will, as part of the Work, obtain, maintain and renew all Permits, other than the Project Related Permits, required for the performance of the Work, and the following will apply:

- (a) except as expressly agreed to in writing by Hydro’s Representative and except in respect of any Permits required to be issued in the name of the Contractor by the issuing authority, all Permits obtained by the Contractor will be in the name of BC Hydro; and
- (b) the Contractor will, within 90 days of the Effective Date, submit a permitting plan (the “**Permitting Plan**”) for Consent that will, at a minimum:
  - (i) list all Permits, other than Project Related Permits, the Contractor will require for the complete performance of the Work;
  - (ii) list the applicable statute or regulation and the issuing agency for each Permit;
  - (iii) describe the process and indicate the timing of the application and the anticipated date of issuance for each Permit;
  - (iv) describe any support or information required from BC Hydro or third parties for those applications;
  - (v) indicate the time for Review as described in Section 4.3 of this Schedule 2 [General Conditions] relating to each Permit; and
  - (vi) update the Permitting Plan from time-to-time, and no less frequently than quarterly, so that it remains current and descriptive of the Contractor’s plans relating to all Permits to be obtained and maintained by the Contractor.

For certainty, the Contractor will be solely responsible for the costs of obtaining, maintaining and renewing all Permits, other than the Project Related Permits.

### 4.3 BC Hydro’s Review

Except as expressly agreed to in writing by Hydro’s Representative, all Permit applications prepared by the Contractor in relation to Permits in the name of BC Hydro will be submitted to Hydro’s Representative for Review prior to being submitted to the issuing authority, including applications for Permits to be issued:

- (a) under the *Water Act* (British Columbia);

- (b) by the British Columbia Ministry of Forests, Lands and Natural Resource Operations;
- (c) under the *Fisheries Act* (Canada); and
- (d) under the Navigation Protection Act (Canada).

#### 4.4 No Municipal Building Permits

No municipal or local government building permits will be required with respect to any structures to be constructed on lands in which BC Hydro has a fee simple, leasehold or other interest. Any structure that is not on such lands constructed by the Contractor will be subject to local government regulation.

#### 4.5 Leave to Commence – Water Act Requirements

The Contractor will, as part of the Work, cooperate with Hydro's Representative and do all things reasonably necessary to assist BC Hydro to obtain the approvals required from a Governmental Authority under the *Water Act* (British Columbia), including without limitation complying with the requirements in Appendix 2-7 [Leave to Commence] so as to avoid any delays to the performance of the Work.

The Contractor will work with Hydro's Representative to develop a plan for obtaining such approvals in accordance with the *Water Act* (British Columbia) and Appendix 2-7 [Leave to Commence] and will include those details in the Permitting Plan submitted under Section 4.2 of this Schedule 2 [General Conditions].

### **5 SITE ACCESS, CONDITIONS AND SERVICES**

#### 5.1 Site Conditions

The Contractor is deemed to have examined the Site and the local conditions related to the performance of the Work to be performed at the Site and to be knowledgeable of the Site, including the Work Site and the Contractor's Work Area, and of all such conditions as would be apparent to a qualified and experienced contractor upon review of the Contract Documents and inspection of the Site, including, as applicable, geotechnical and subsurface conditions, utilities, drainage, access, local weather, availability of labour, equipment and materials and any other relevant matters. Except as provided by the following paragraph, the Contractor will not be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price or the time for the performance of the Work on the basis that the actual Site or actual local conditions related to the performance of the Work are different than anticipated by the Contractor.

Subject to the express provisions in the Contract Documents, including for illustration the express limitation to make claims for weather as described in Section 13 of this Schedule 2 [General Conditions], to the extent the actual Site or actual local conditions or both related to the performance of the Work would not be apparent to a qualified and experienced contractor upon review of the Contract Documents and inspection of the Site as of the date the Contractor submitted its "Financial Submission" under RFP #1824 to BC Hydro for performance of the Work, 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(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of any impact on the Contract Price or the time for the performance of the Work, or, in any event, promptly after the date when the Contractor should reasonably have become aware of the impact on the Contract Price or the time for the performance of the Work.

## 5.2 Site Access, Conditions and Services

The Contractor will perform the Work taking account of and complying with the requirements of Appendix 2-4 [Site Access, Conditions and Services].

BC Hydro anticipates that a condition of access to the Dam Site Area for any person will be the possession of a valid access card issued by an entity approved by BC Hydro. Applications for an access card will be in accordance with the process as established by BC Hydro, and BC Hydro will issue an access card within 72 hours of receipt of a complete application. The Contractor will require all workers to carry a valid access card in a visible location at all times while at the Dam Site Area.

## 5.3 Interface Management

The Contractor will manage external interfaces with Other Contractors, BC Hydro and other entities associated with the Work and accordingly the Contractor will:

- (a) have primary responsibility for managing the interfaces and coordinating the Contractor's performance of the Work with BC Hydro and third parties as required to effectively perform the Work;
- (b) identify interfaces early in the performance of the Work;
- (c) define the interface information needed for the Work, and cooperate with other interfacing entities (including originating and responding organizations) to identify and agree on roles, responsibilities and timing for providing agreed upon information or actions; and
- (d) with respect to interfaces, communicate in a clear, accurate, timely and consistent manner so that the Contractor and the other entities can complete the interface efficiently and without delay.

## 5.4 Interface Management Plan

The Contractor will:

- (a) develop an interface management plan covering all interfaces related to the Work, including the key activities of all interfaces;
- (b) include the key activities of all interfaces in the Contractor's Work Program and Schedule;
- (c) schedule and participate in interface coordination meetings with Hydro's Representative, Other Contractors, and Subcontractors as required to properly manage interfaces; and
- (d) include an update of the status of all interfaces in the Monthly Progress Report.

## 5.5 General Site Documents

The documents listed below in this Section 5.5 (collectively the "**General Site Documents**") apply to the Site generally. The General Site Documents are included in the Contract Documents and for the purposes of the Work the Contractor will have notice of, and may rely on, each of the General Site Documents to the extent described in this Section 5.5:

- (a) DR#1016.REF.00453 – Operation of Upstream Generating Stations During Construction:
  - (i) the *Operation of Upstream Generating Stations During Construction* will apply in its entirety;

- (b) DR#1016.REF.00661-01.9 – *Geotechnical Data Report*:
- (i) the following information contained in the *Geotechnical Data Report* will apply:
    - (A) the location of the investigations (drill holes, test pits, seismic lines);
    - (B) the depth of test pits and drill holes, including depth to rock where shown;
    - (C) the locations and depths from which samples were taken for laboratory testing; and
    - (D) data from laboratory and field tests, as being representative of the soil or rock at the location and depth from which the sample was taken;
  - (ii) the Contractor will not for any purpose rely on any information contained in any documents referenced in the *Geotechnical Data Report*, including documents listed in any tables or in Appendix A of the *Geotechnical Data Report*, except to the extent that the Contract Documents expressly require the Contractor to take account of any of such referenced information, except that in no event may the Contractor rely on the following information as may be included in such referenced information:
    - (A) descriptions of materials or horizons on drill hole and test pit logs; and
    - (B) horizons (layers) and material types inferred from geophysical surveys (such as surface seismic refraction surveys and downhole geophysics);
  - (iii) if the *Geotechnical Data Report* describes any limitations with respect to data or information contained in the *Geotechnical Data Report*, the Contractor will not for any purpose rely on such data or information beyond those limitations;
  - (iv) the Contractor will not for any purpose rely on survey data for the drill holes and the test pits that BC Hydro has identified in Section 3.4 [Surveying of Investigations] of the *Geotechnical Data Report* as questionable; and
  - (v) the Contractor will not for any purpose rely on the geological model described in the *Geotechnical Data Report*, except with respect to factual information regarding bedding plane locations, rock units and rock levels;
- (c) Acid Rock Drainage and Metal Leaching – the Contractor will take notice of and may rely on the following to the extent described in this Section 5.5(c):
- (i) Section 5.5(c) of this Schedule 2 [General Conditions] applies to the following documents:
    - (A) DR#1016.REF.00548 – *Dam Site Geochemical Characterization – Status at the End of 2013*;
    - (B) DR#1016.REF.00546 – *Offsite Geochemical Characterization – Status at the End of 2013*; and
    - (C) DR#1016.REF.00679 – *Geochemical Characterization – Status at the End of 2014*; and



- (ii) the Contractor may rely only on the following information contained in the documents listed in Section 5.5(c)(i) of this Schedule 2 [General Conditions]:
  - (A) the locations and depths from which samples were taken for laboratory testing; and
  - (B) data from laboratory and field tests, as being representative of the soil or rock at the location and depth from which the sample was taken.

The Contractor should take notice of and may rely on the information listed in Table 1 of the *Acid Rock Drainage and Metal Leaching Management Plan* attached to the CEMP;

- (d) DR#1016.REF.00662 – Hydrotechnical Data Report:
  - (i) the Contractor may rely upon and take notice of the information in the *Hydrotechnical Data Report* to the same extent that a qualified and experienced hydrological engineer would rely for the performance of the Work except the Contractor may not rely on:
    - (A) the information contained in any of the technical memoranda and reports listed in Table 1 of the *Hydrotechnical Data Report*;
    - (B) the information contained in any of the documents listed in Table 2 of the *Hydrotechnical Data Report*; and
    - (C) the information contained in documents listed in Section 8 of the *Hydrotechnical Data Report*; and
- (e) DR#1016.REF.00427 – Reservoir Filling Plan:
  - (i) the *Reservoir Filling Plan* will apply in its entirety, except the Contractor will not for any purpose rely on any information contained in any documents referenced in the *Reservoir Filling Plan*.

## **6 LABOUR WORKFORCE**

### **6.1 Inclusive Labour Approach**

BC Hydro anticipates implementing an approach for the Project that allows for participation from all labour groups and contractors regardless of union affiliation or union status.

### **6.2 Skilled Workers**

The Contractor will employ or engage, and cause all Subcontractors to employ or engage, a sufficient number of skilled and qualified workers to perform the Work in accordance with the Contract Documents, in accordance and compliance with all applicable Law.

### **6.3 Cost of Recruiting Labour**

The Contractor and its Subcontractors will be responsible for all costs of recruiting and retaining skilled and qualified labour.

#### 6.4 Appropriate Agreements and Waivers

If the Contractor is or becomes a party to a collective agreement with a union then the Contractor will have agreements with such union(s), and will provide BC Hydro with a copy of such agreement(s), with respect to the performance of the Work as required to give effect to the following terms:

- (a) any collective agreement between the Contractor and a union representing workers performing any Work at the Site will be for a term that is equal to or longer than the currency of this Contract;
- (b) if strikes, lockouts, slowdowns or any other interference or interruption to the performance of labour productivity, including but not limited to work-to-rule action (each, a "**Labour Disruption**") occurs in the construction sector in British Columbia during the currency of this Contract, and originates off-Site, any Work performed at the Site will not be affected by such Labour Disruption;
- (c) any non-affiliation clause in a collective agreement between the Contractor and a union is waived by that union, and accordingly union members will not be precluded from working at the Site, or in proximity to the Site, alongside non-union workers or workers of other unions and the union will not interfere in any way with non-union workers or workers of other unions, and no union or worker will refuse to handle or install any material, equipment or components or to honour hot cargo edicts, or otherwise during the currency of this Contract;
- (d) the union, and any person acting on behalf of the union, will not initiate, pursue or endorse any activity for the purpose of recruitment or representation of employees, contractors or consultants represented by other trade unions, including changes in representation or raids, with respect to any employee, contractor or consultant working on the Project;
- (e) a representative of a union with whom the Contractor has a collective agreement will be able to attend at the Site as reasonably required for union business without interfering with the progress of the Work; and
- (f) if and to the extent the Contractor has commitments to engage Aboriginal persons there will be no objection to preferential hiring of such Aboriginal persons.

#### 6.5 Change in Status

If the Contractor becomes a signatory to a collective agreement, or ceases to be a signatory to a collective agreement, it will notify BC Hydro in writing.

#### 6.6 Notification of Labour Events

In the event of any labour dispute involving employees of the Contractor or a Subcontractor, whether at the Site or elsewhere, that will or may delay performance of the Work, the Contractor will provide Hydro's Representative within eight hours after the commencement of such labour dispute a full report on such dispute including, to the extent known to the Contractor, the cause of the dispute, the employer and employees affected or involved, the actions being taken to end the dispute and the known or probable effect on the Work Program and Schedule. The Contractor will provide further reports at the request of Hydro's Representative.

The Contractor will, upon being aware, immediately advise Hydro's Representative of any current or pending labour negotiations or actual, pending or threatened labour disputes that could interfere with the progress of the Project. The Contractor will take all necessary steps and develop a course of action with Hydro's Representative to ensure that the continuity and timeliness of the Work will not be jeopardized, and advise and update Hydro's Representative on all developments in the negotiations or dispute.

### 6.7 Enjoining Labour Disruption

Without prejudice to the Contractor's rights under this Contract, the Contractor will at its cost take such steps before an authority with jurisdiction so as to seek to prevent or terminate any Labour Disruption at the Work Site, and the Contractor will not be entitled to any payment or time extension on account of a Labour Disruption caused or contributed to by the Contractor, any of its directors, officers, employees or agents, a Subcontractor, or those for whom such Persons may in law be responsible.

Failure to use reasonable commercial efforts to prevent any delay or terminate any Labour Disruption at the Work Site will be deemed to be default under Section 15.1 of this Schedule 2 [General Conditions].

### 6.8 General Worker Conduct

The Contractor will be responsible for its workers' behaviour generally on the Work Site, and with respect to the Work Site, and the Contractor will require its workers to comply with the then current:

- (a) Fort St. John Shuttle Code of Conduct, as provided by the operator of the shuttle bus from the Fort St. John airport to the Site; and
- (b) Worker Accommodation Facility Code of Conduct, as provided by the Worker Accommodation Operator.

### 6.9 Respectful Behaviour

The Contractor will not permit its workers at the Work Site to engage in any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by a worker to another worker for any reason including based on any union affiliation or lack of union affiliation, including any verbal communications, written materials, or gestures. The Contractor will have a policy that prevents discrimination on the basis of prohibited grounds as outlined in applicable human rights legislation and the *Workers Compensation Act* (British Columbia).

### 6.10 Removal of Persons

Hydro's Representative may, by written notice to the Contractor's Representative, object to any person engaged by the Contractor or any Subcontractor for the performance of the Work who, as determined by Hydro's Representative in its sole discretion, has engaged in misconduct, is incompetent, does not have adequate working knowledge of the safety rules and procedures applicable to the Work Site or otherwise fails to satisfy the applicable access requirements for the Site. Upon receipt of any such notice, the Contractor will, subject to Laws, immediately cause such person to be removed from the Work Site and the Project and promptly replaced by a person(s) with suitable qualifications and experience, at no cost or expense to BC Hydro. Notwithstanding any other provision in this Section 6.10, the Contractor and the Subcontractors will retain all authority and control over their respective employees, agents and Subcontractors.

### 6.11 No Poaching

Unless the Contractor has the prior written agreement of the applicable contractor, the Contractor will not invite, hire or attempt in any way to hire workers who are working at the Site for another contractor, and the following will apply with respect to workers who cease working for another contractor:

- (a) if a worker voluntarily ceases employment with a contractor at the Site, then the Contractor will not employ that worker for a minimum of 30 calendar days beginning from the time the worker ceases the previous employment; and

- (b) if a worker is terminated for cause, then the Contractor will not employ that worker for a minimum of 60 calendar days beginning from the time the worker ceases the previous employment.

BC Hydro will include in any major contract in respect of the construction of the Project, a provision on substantially the same terms and conditions as the foregoing paragraph in this Section 6.11.

Unless BC Hydro has the prior written agreement of the Contractor or the applicable Subcontractor, as the case may be, BC Hydro will not invite, hire or attempt in any way to hire workers who are working at the Site for the Contractor or a Subcontractor, and the following will apply with respect to workers who cease working for the Contractor or a Subcontractor:

- (c) if a worker voluntarily ceases employment with the Contractor or a Subcontractor at the Site, then BC Hydro will not employ that worker for a minimum of 30 calendar days beginning from the time the worker ceases the previous employment; and
- (d) if a worker is terminated for cause, then BC Hydro will not employ that worker for a minimum of 60 calendar days beginning from the time the worker ceases the previous employment.

For certainty, the provisions of this Section 6.11 do not apply to workers who have been laid off.

#### 6.12 No Gate Hires

The Contractor will not hire workers directly at the Work Site who have not applied for employment through the Contractor's established usual employment application procedures.

#### 6.13 Employment Information and Job Fairs

The Contractor will post Project employment opportunities for Work at Site as may be directed by BC Hydro, acting reasonably, on:

- (a) the BC Hydro Site C website;
- (b) other websites of local employment agencies in the Peace River Region; and
- (c) other publications or websites.

The Contractor will, as requested by BC Hydro acting reasonably, participate in job fairs as may be requested by BC Hydro from time to time.

#### 6.14 Diversity

BC Hydro is committed to developing an inclusive workplace and a diverse workforce that represents the communities BC Hydro serves within British Columbia. The Contractor will take into account this commitment in attracting and employing workers for the performance of the Work at the Work Site.

#### 6.15 Site Training and Cultural Awareness

The Contractor will, as part of the Work, require all workers performing any of the Work, except for workers that require escorted access and are escorted while at the Site, to participate once in:

- (a) up to 60 minutes of Site training programs prior to commencing any Work at the Site; and
- (b) up to 30 minutes of a cultural awareness training program either prior to completing their Work at the Site or within 45 days of beginning their Work at the Site, whichever occurs first.

BC Hydro will provide each of the above programs, and may update the programs from time to time, in which case the Contractor will, as part of the Work, require all workers described above to participate in such updated training programs.

#### 6.16 Emergency Medical Coverage

The following minimum emergency medical coverage will be provided to all workers while present in British Columbia in order to work on the Project, and when travelling to and from the Site from outside British Columbia. The Contractor will, within 120 days of the Effective Date, submit to Hydro's Representative for Review an "Emergency Medical Services" manual describing how the Contractor will provide the following minimum emergency medical coverage:

- (a) emergency medical treatment for accidental injuries or illness requiring immediate medical care; and
- (b) emergency medical transportation and convalescence, including:
  - (i) medical transportation arrangements to transfer the worker to and from the nearest appropriate medical facility in the worker's home province or country of residence;
  - (ii) if medically necessary, round trip transportation for an attendant to accompany and care for the worker;
  - (iii) if the worker is unable to travel due to medical reasons after being discharged from a medical facility, expenses incurred for meals and accommodations until medical transport to the worker's place of permanent residence can take place up to a maximum of \$2,000; and
  - (iv) if a worker dies while travelling to or from the Site for work purposes from outside British Columbia or while living at or near the Site for work purposes, then:
    - (A) provide transportation for one family member of the employee's immediate family to identify the body prior to its release if necessary, including reasonable reimbursement for the cost of accommodation and meals for the family member; and
    - (B) obtain all necessary authorizations and make all necessary arrangements to transport the body to the employee's place of permanent residence, up to a maximum of \$7,000.

This coverage is in addition to WorkSafeBC regulations from employers regarding injuries or deaths in the workplace.

#### 6.17 Employee Family Assistance Program

The Contractor will provide the following minimum level of services to its workers:

- (a) if the Contractor is the Prime Contractor, on-Site trauma counselling in response to accidents or incidents on the Site, including suicide, death of a fellow worker, serious injury to a worker, mass casualty incidents, threats to safety and natural disasters; and
- (b) phone access to counselling for the following:
  - (i) trauma, including suicide, death of a fellow worker or family member, serious injury to a worker, mass casualty incidents, threats to safety and natural disasters;

- (ii) substance abuse, including alcohol, drugs and smoking;
- (iii) family problems, including parenting, child and adolescent;
- (iv) marital and relationship problems, including separation and divorce; and
- (v) emotional, physical and psychological problems, including anxiety, anger and depression.

#### 6.18 Information for Workers

The Contractor will make reasonable efforts to assist BC Hydro in providing the Contractor's workers with information about Project related notices and programs.

#### 6.19 Work Force Reports

The Contractor will provide weekly and calendar monthly reports, in a form satisfactory to Hydro's Representative, acting reasonably, setting out the following information with respect to the preceding week or month, as applicable, in respect of the Contractor performing its obligations under this Contract:

- (a) the total number of workers in the Contractor's work force, broken down by the number of workers working:
  - (i) at the Site;
  - (ii) in British Columbia;
  - (iii) in Canada; and
  - (iv) outside Canada;
- (b) with respect to the Contractor's work force working in Canada, including a breakdown between those working at the Site and those working away from the Site but still in Canada:
  - (i) the median number of daily workers;
  - (ii) the mean number of daily workers;
  - (iii) the total number of workers who have a primary residence:
    - (A) in the Peace River Regional District;
    - (B) in British Columbia;
    - (C) in Canada; and
    - (D) outside Canada;
  - (iv) the total number of workers by job categories reported according to the National Occupation Code (NOC) 2011;
  - (v) the total number of temporary workers hired by the Contractor who are not citizens or permanent residents of Canada ("**Temporary Foreign Workers**") by job categories reported according to the National Occupation Code (NOC) 2011;

- (vi) the total number of 'Red Seal' trades apprentices by job categories reported according to the National Occupation Code (NOC) 2011;
  - (vii) the total number of 'Red Seal' trades apprentices by job categories expected to be employed in the next six months reported according to the National Occupation Code (NOC) 2011;
  - (viii) the highest number of workers in a single 24-hour period;
  - (ix) the lowest number of workers in a single 24-hour period; and
  - (x) the number of workers per shift (daily hours of work) and the workers' rotations (days of work and days off) as of the last Thursday of each month;
- (c) the names and office addresses of local businesses that the Contractor has, directly or indirectly, engaged to perform any of the Work. For the purposes of this Section 6.19(c), a 'local business' is an entity which resources its work with workers whose normal base of operations is in the Peace River Regional District or the Northern Rockies Regional Municipality;
- (d) the number of charter flights used for workforce travel, and the total number of worker trips on charter flights, landing or taking off from the North Peace Regional Airport;
- (e) the job categories reported according to the National Occupation Code (NOC) 2011 and the estimated number of positions that the Contractor was unable to fill by hiring from the local community, in sufficient detail to assist planning for training programs; and
- (f) to assist in achieving BC Hydro's Project diversity objective, including ameliorating the conditions of disadvantaged individuals or groups who are disadvantaged because of race, colour, ancestry, place of origin, physical or mental disability, or sex, the total number of workers broken down by:
- (i) gender;
  - (ii) number of Aboriginals;
  - (iii) visible minorities; and
  - (iv) persons with disabilities.

The Contractor will include in its weekly and monthly reports the information as required under this Section 6.19 with respect to first tier Subcontractors. With respect to Subcontractors below the first tier, the Contractor will make commercially reasonable efforts to obtain from such Subcontractors the information as required under this Section 6.19, and include such received information in its weekly and monthly reports. All information provided with respect to Subcontractors will be broken down by Subcontractor.

#### 6.20 Temporary Foreign Worker Notification

The Contractor will provide a minimum of three month's prior written notice to Hydro's Representative of the Contractor's intended use of any Temporary Foreign Workers, including the numbers of and anticipated job categories reported according to the National Occupation Code (NOC) 2011 for such Temporary Foreign Workers. The notification period may be shortened due to extenuating circumstances with the agreement of Hydro's Representative.

### 6.21 Other Contractor Obligations

The Contractor:

- (a) will, prior to starting any Work, provide BC Hydro with the Contractor's anticipated housing strategy for housing accommodation prior to the Worker Accommodation Facility being capable of housing the Contractor's workers;
- (b) will, once every six months, provide support to BC Hydro in administering a short housing survey of the Contractor's workers, who are living outside the Worker Accommodation Facility;
- (c) may be required, on one year's prior written notice from BC Hydro, to cease renting private apartments, if any, for the Contractor's workers located in the City of Fort St. John and relocate, at BC Hydro's cost, to substitute temporary housing;
- (d) will pre-book hotel and motel space if the Contractor requires more than 30 rooms for temporary accommodation to house the Contractor's workers; and
- (e) if the Contractor provides housing for its workers outside of the Worker Accommodation Facility, will ensure that such housing does not breach any applicable Laws.

### 6.22 Disclosure of Reports

Notwithstanding anything to the contrary contained in this Contract, the Contractor acknowledges and agrees that BC Hydro may disclose the reports or the information contained in the reports delivered to BC Hydro pursuant to the Contract Documents to any provincial ministry, other Governmental Authority and educational institutions which requires or requests the information in relation to the Project or to permit BC Hydro to comply with any Permit or applicable Law.

If the Contractor includes Personal Information in the reports delivered to BC Hydro pursuant to the Contract Documents, then by submitting the report the Contractor will be deemed to represent to BC Hydro that the Contractor has obtained written consent from the applicable individual(s), including the consent to the indirect collection of Personal Information by BC Hydro, and that the Personal Information may be forwarded to BC Hydro, any provincial ministry or other Governmental Authority for the purposes of complying with the Contractor's obligations under this Contract and may be used by BC Hydro for the purposes set out in this Contract or any Permit. BC Hydro reserves the right to require proof of such consent.

### 6.23 Additional Provisions Relating to Workers

The Contractor will:

- (a) implement a drug and alcohol policy which, at a minimum, meets the 'Site C Contractor Drug and Alcohol Policy Requirements' as established by BC Hydro;
- (b) implement a criminal records check in the employment of workers where relevant to the responsibilities of a worker; and
- (c) be a member of and participate on a committee that includes representatives of other contractors who are working on the Project at the Site for the purpose of consulting, and, as appropriate, reaching agreements, on labour matters that may arise at the Site of interest to the Contractor and other contractors. The Contractor will adhere to the 'Terms of Reference' for the committee as established by BC Hydro and which may be amended, supplemented or restated from time to time in BC Hydro's sole discretion.



## 6.24 Training and Skills Development

The Contractor acknowledges that the Government of British Columbia has introduced a policy with respect to apprentice engagement and reporting on certain large construction infrastructure projects, namely the “Apprentices on Public Projects in British Columbia, Policy & Procedure Guidelines” dated for reference July 2015 (the “**Apprentices Policy**”). A copy of the current Apprentices Policy can be found at <http://www2.gov.bc.ca/gov/content/industry/construction-industry/apprentices>. The Contractor further acknowledges that this Contract falls within the scope of the Apprentices Policy.

Notwithstanding the date the Contract was procured, the Contractor will comply with the Apprentices Policy, as amended from time to time, as if the Contract was procured after the effective date of the Apprentices Policy, including without limitation the following requirements:

- (a) Capitalized Terms: For the purposes of Section 6.24 of this Schedule 2 [General Conditions], the following capitalized terms will have the meanings attributed to them in the Apprentices Policy:
  - (i) “Form A”;
  - (ii) “Form B”;
  - (iii) “JTST”;
  - (iv) “Registered Apprentice”; and
  - (v) “Specified Trades”.
- (b) Apprenticeship Engagement: The Contractor will use, or will ensure that its applicable Subcontractors use, Registered Apprentice(s) in respect of all contracts for Specified Trades valued at \$500,000 or more. The Contractor will ensure that Registered Apprentices are used directly in the performance of the Work and over the course of any applicable contracts for Specified Trades.
- (c) Initial Form A Submission: The Contractor will submit a completed Form A to JTST, with a copy to Hydro’s Representative, as soon as practicable after the Effective Date and no later than five days before the Work is scheduled to commence. The Contractor will not commence the Work (including any subcontracted Work) until JTST has confirmed to BC Hydro that JTST has received the Contractor’s initial Form A. BC Hydro will not be liable for any delay-related or other costs that may result from delay in receipt of such confirmation from JTST.
- (d) Supplementary Form A Submissions: The Contractor will submit a completed supplementary Form A to JTST, with a copy to Hydro’s Representative, before any additional applicable Subcontractors not referenced in the initial Form A perform any Work.
- (e) Form B Submissions: The Contractor will submit a completed Form B to JTST to report on the utilization of Registered Apprentices by the Contractor and its applicable Subcontractors under all contracts for Specified Trades (regardless of their value) as follows:
  - (i) within five Business Days after the end of each quarter (March 31, June 30, September 30, December 31), with a copy to Hydro’s Representative as supporting documentation for the Contractor’s next Progress Payment Estimate following that quarter; and
  - (ii) within 30 days of the completion of the Work, with a copy to Hydro’s Representative as supporting documentation for the Contractor’s final Progress Payment Estimate under the Contract.

BC Hydro will not issue final payment under the Contract until JTST has confirmed to BC Hydro that it has received the Contractor’s final Form B as described in Section 6.24(e)(ii) of this Schedule 2 [General Conditions]. BC Hydro will not be liable for any delay in payment that may result from delay in receipt of such confirmation from JTST.

- (f) Requests for Information: The Contractor will comply, and will cause its Subcontractors to comply, with any request by JTST or BC Hydro for further information with respect to the Contractor’s Form A and Form B submission(s) and the contents thereof, to verify the validity of the information provided and to demonstrate compliance with the Apprentices Policy.
- (g) Personal Information: The Contractor acknowledges that its completed Form A and Form B submissions, and any further information requested under Section 6.24(f) of this Schedule 2 [General Conditions], may contain Personal Information of Registered Apprentices. Without limiting the Contractor’s obligations under Section 27.1 of this Schedule 2 [General Conditions], prior to the submission of any such information to JTST the Contractor will obtain, and will cause its Subcontractors to obtain, written authorization for the collection of such information by JTST from any affected individual. A template for this purpose will be provided by Hydro’s Representative, on request.
- (h) Use of Information: The Contractor acknowledges that the information collected by JTST under the Apprentices Policy will be held by JTST and will be subject to FOIPPA. The Contractor agrees that JTST may use any aggregate data collected from Form A and Form B for the purposes of evaluating the Apprentices Policy and for public communications regarding apprenticeship training in British Columbia.
- (i) Direction to Delay Start of Work and Final Payment: Without limiting the other provisions of Section 6.24 of this Schedule 2 [General Conditions] or any other rights BC Hydro has under the Contract, BC Hydro may, at its discretion, direct that the commencement of the Work be delayed until BC Hydro has received confirmation that Registered Apprentices will be used in the performance of the Work as required under Section 6.24(a) of this Schedule 2 [General Conditions], and any such delay will be deemed to be a Contractor Delay. BC Hydro may also, at its discretion and without obligation to the Contractor, delay the issuance of final payment under the Contract to the Contractor until BC Hydro has verified that Registered Apprentices were used in the performance of the Work as required under Section 6.24(a) of this Schedule 2 [General Conditions].

In addition to complying with the requirements of the Apprentices Policy and the other requirements of this Section 6.24, the Contractor will use reasonable commercial efforts to achieve the following apprenticeship targets for the Contractor’s work force performing Work at the Site:

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

## 6.25 Training Required

Except as may be expressly provided otherwise in the Contract Documents, the Contractor will not permit any workers to perform Work at the Site who have not completed the training required under the Contract Documents, including such training as the Contractor may be required to implement under the Contract Documents.

## 6.26 Application to First Tier Subcontractors

Whenever in Section 6 of this Schedule 2 [General Conditions] there is an obligation on the Contractor such obligation will be read to include the obligation on the Contractor to cause first tier Subcontractors to undertake the same obligation so as to permit the Contractor to comply with its obligations under Section 6 of this Schedule 2 [General Conditions].

## 7 WORKER ACCOMMODATION

### 7.1 Worker Accommodation Facility

BC Hydro has entered into an agreement with a third party (the “**Worker Accommodation Operator**”) for the design, construction and operation of a worker accommodation facility (the “**Worker Accommodation Facility**”) located in the area labelled “Worker Accommodations” on Drawing 1016-C01-00173 (the “**Worker Accommodation Area**”). The Worker Accommodation Facility will be constructed to the standard as described in Appendix 2-4 [Site Access, Conditions and Services].

### 7.2 Temporary Worker Accommodations

Notwithstanding Section 7.3(b) of this Schedule 2 [General Conditions], the Contractor may provide its workers and staff performing Work on the South Bank with temporary worker accommodation up until a target date of April 1, 2016 when it is anticipated that each of the following will be ready for use by the Contractor:

- (a) the Worker Accommodation Facility; and
- (b) the Peace River Construction Bridge.

If as permitted by the Contract Documents, the Contractor provides accommodation to house workers at the Site outside of the Worker Accommodation Facility then the Contractor will use commercially reasonable efforts to give BC Hydro the same rights of inspection as it has at the Worker Accommodation Facility.

### 7.3 No Living-Out Allowance

BC Hydro intends that the Worker Accommodation Facility will provide the accommodation for the Contractor’s employees, Subcontractors’ employees or other representatives performing on-Site Work on the Project. The Contractor:

- (a) will not pay any compensation (such as a “living-out allowance”, “housing allowance” or “per diem”) to any worker if that worker elects not to live at the Worker Accommodation Facility; and
- (b) will not employ any worker that lives in temporary accommodation that is in competition with the Worker Accommodation Facility without the prior written approval of BC Hydro.

Notwithstanding the foregoing, the Contractor may pay a “living-out allowance”, “housing allowance” or “per diem” to supervisors or management staff whether or not such staff are living at the Worker Accommodation Facility.



#### 7.5 BC Hydro's Agreement with the Worker Accommodation Operator

Under the agreement between BC Hydro and the Worker Accommodation Operator, BC Hydro may make arrangements for the Contractor's employees, Subcontractors' employees or other representatives performing on-Site Work on the Project and others (each a "**Guest**") to have a room and stay overnight at the Worker Accommodation Facility as follows:

- (a) 30 days prior to the commencement of each calendar month BC Hydro will provide the Worker Accommodation Operator a forecast of the number of Guests to be accommodated at the Worker Accommodation Facility on each calendar day in the month;
- (b) no later than 10 calendar days prior to the commencement of each calendar day, BC Hydro will provide the Worker Accommodation Operator an update of the forecast for that calendar day as described in Section 7.5(a) of this Schedule 2 [General Conditions] of the number of Guests to be accommodated at the Worker Accommodation Facility, provided that any increase in Guests over the forecast as described in Section 7.5(a) of this Schedule 2 [General Conditions] may not exceed 50; and
- (c) no later than 72 hours prior to the commencement of each calendar day, BC Hydro will confirm with the Worker Accommodation Operator the number of Guests to be accommodated at the Worker Accommodation Facility on that calendar day, provided that any increase in Guests over the updated forecast as described Section 7.5(b) of this Schedule 2 [General Conditions] may not exceed 10.

BC Hydro will be obligated to pay for the number of Guests confirmed in the 72 hour notice as described in Section 7.5(c) of this Schedule 2 [General Conditions] regardless of whether that number of Guests actually stays at the Worker Accommodation Facility on that day.

#### 7.6 Reservations for Guests at the Worker Accommodation Facility

BC Hydro will aggregate demands for reservations for Guests to stay at the Worker Accommodation Facility from contractors at the Site on the same basis as described in Section 7.5 of this Schedule 2 [General Conditions], including the Contractor, and accordingly:

- (a) the Contractor will provide forecasts of its requirements for Guest accommodation at the Worker Accommodation Facility at least seven days in advance of the days described in Section 7.5 of this Schedule 2 [General Conditions]; and
- (b) BC Hydro will provide the Contractor with confirmation of the number of Guest reservations that the Worker Accommodation Operator has accepted with respect to each calendar day for each of the 30 day forecast, the 10 day forecast and 72 hour confirmation (the "**Contractor's Daily 72 Hour Confirmation**").

#### 7.7 Contractor Responsibility For Employee/Agent Conduct at Worker Accommodation Area

The Contractor is responsible for the conduct of its employees, Subcontractors, and other agents (and their employees and agents) at the Worker Accommodation Area and will be liable for any damage

caused by such persons to the Worker Accommodation Area, including the Worker Accommodation Facility. The Contractor will reimburse BC Hydro the cost of repair of any such damage upon receipt of an invoice from BC Hydro.

#### 7.8 Accommodation for Distant Workers

Between April 1st and October 31st (summer), if a worker whose permanent residence is located more than 80 km from the Dam Site Area, and if at that time the Contractor has not exceeded its Guest housing entitlement as described under Section 7.4 of this Schedule 2 [General Conditions] and the Worker Accommodation Facility has Guest rooms available, then the Contractor will not refuse to permit that worker to stay in the Worker Accommodation Facility.

Between October 31st and April 1st (winter), if a worker whose permanent residence is located more than 60 km from the Dam Site Area, and if at that time the Contractor has not exceeded its Guest housing entitlement as described under Section 7.4 of this Schedule 2 [General Conditions] and the Worker Accommodation Facility has Guest rooms available, then the Contractor will not refuse to permit that worker to stay in the Worker Accommodation Facility.

For the purpose of this Section, on the basis of different road and travel conditions, City of Dawson Creek residents are considered to be less than 80km, and District of Hudson's Hope residents are considered to be more than 80km.

#### 7.9 No Long-Term Residency

With respect to housing Guests in the Worker Accommodation Facility:

- (a) the Contractor will only direct or permit a worker to be housed as a Guest at the Worker Accommodation Facility if such worker is engaged in the performance of the Work at the time of the overnight stay, and for certainty a worker may not remain at the Worker Accommodation Facility on a "turn around" or other shift change, except as otherwise approved by Hydro's Representative, acting reasonably, and for certainty Hydro's Representative may consider the tax consequences of such decision in the reasonable exercise of this discretion;
- (b) during the first year of the Contract less than 10% of the Guests the Contractor houses in the Worker Accommodation will be permitted to stay in the Worker Accommodation Facility continuously for an uninterrupted period exceeding 28 days; and
- (c) for every year of the Contract following the first year, no more than 5% of the Guests the Contractor houses in the Worker Accommodation will be permitted to stay in the Worker Accommodation Facility continuously for an uninterrupted period exceeding 28 days.

### **8 DESIGN-BUILD WORK**

#### 8.1 Scope of Design Build Work

Where, under the Contract Documents, the Contractor is to assume responsibility for the design of a specified portion of the Work (collectively, the "**Design-Build Work**"), the Contractor will undertake and have complete responsibility for such design, including the preparation and issuance of the Issued for Construction Drawings in accordance with Schedule 6 [Specifications and Drawings].

The Design-Build Work will be deemed to include all labour, equipment and materials that in accordance with Good Industry Practice or by necessary inference would be included in the Design-Build Work.

## 8.2 Standard of Performance for Design and Construction

Without limiting the other requirements of the Contract Documents, the Contractor will perform all design for the Design-Build Work:

- (a) in accordance with the standards set out in this Contract, including in Schedule 6 [Specifications and Drawings];
- (b) in compliance with all applicable Laws and Permits; and
- (c) in accordance with Good Industry Practice.

If one or more of the above standards is applicable then the highest of such will apply.

## 8.3 Additional Design Consideration

In addition to the other requirements of the Contract Documents, the Contractor will undertake and perform the design of the Design-Build Work so that such design is undertaken by a design team exercising such degree of care, skill and diligence as would reasonably be expected from consultants qualified to perform services similar in scope, nature and complexity to such design, as of the date of this Contract, and the Contractor will appoint a design team that:

- (a) is so qualified;
- (b) includes (as required by applicable Law or Good Industry Practice) Professional Engineers; and
- (c) has sufficient expertise and experience to expeditiously and efficiently perform all of such design in a proper and professional manner to the standard set out in this Contract.

## 8.4 Design-Build Review Process

The Contractor will undertake the design of the Design-Build Work:

- (a) in accordance with the applicable review process set out in Appendix 6-2 [Technical Specifications]; or
- (b) for Design-Build Work where no review process is specified in the Contract Documents, in accordance with the review process set out in Appendix 2-1 [Design-Build Review Process], unless otherwise agreed in writing between Hydro's Representative and the Contractor's Representative.

## 8.5 Cofferdam Overtopping

Pursuant to Section 13 30 00 of Appendix 6-2 [Technical Specifications], BC Hydro has specified the design criteria for the design of the Stage 1 Cofferdams, Stage 2 Cofferdams and Diversion Closure Cofferdams.

If, for any reason, a flood occurs which overtops the Cofferdams, then notwithstanding any other provision of the Contract Documents, such flooding will be a Change under Schedule 12 [Changes] and BC Hydro will be responsible for the costs of any required repair to Work resulting from the flood, provided that the Contractor:

- (a) has constructed the applicable Cofferdam(s) in accordance with the requirements of the Contract Documents, including the requirements under Appendix 4-1 [BC Hydro Project Schedule];

- (b) has not caused or contributed, directly or indirectly, to the event that caused the overtopping; and
- (c) has complied with its obligations under Section 30.2 of this Schedule 2 [General Conditions].

For certainty, a “flood” under this Section 8.5 of Schedule 2 [General Conditions] is not limited to natural occurrences and may be the result of actions taken by BC Hydro for the purpose of operating its upstream generating facilities.

#### 8.6 Independent Cofferdam Design Review

The Contractor will engage an independent Professional Engineer who is not involved in the day-to-day performance of the Cofferdam design or in making design decisions related to the Cofferdam design, satisfactory to BC Hydro acting reasonably, with senior expertise and experience in the design of cofferdams similar to the scale and conditions of the Cofferdams. The independent Professional Engineer will have responsibility to prepare a written review of each of the Contractor's proposed Cofferdam designs for submission to BC Hydro as part of the Contractor's detailed design packages as described in Section 13 30 00 of Appendix 6-2 [Technical Specifications], including review of the overall design intent, suitability for the conditions, constructability aspects and requirements, and the appropriateness of the design calculations completed by the Contractor's design team.

### **9 PROCUREMENT AND THE SUPPLY OF EQUIPMENT AND MATERIALS**

#### 9.1 General

The Contractor will maintain supply and procurement records of all materials that are required in significant volumes in the performance of the Work, and all mechanical equipment that will be incorporated into the permanent Work.

#### 9.2 Inspection

Without limiting Section 3.16 of this Schedule 2 [General Conditions], Hydro's Representative will have the right to carry out periodic inspections of:

- (a) all of the Contractor's storage and inventory control records of materials and equipment required for the Work; and
- (b) all materials and equipment held in storage for the Work.

The Contractor will deliver to Hydro's Representative all inspection reports of materials or equipment, prepared by the Contractor or third party inspectors, accompanied by all relevant inspection documents.

#### 9.3 Shipping

The Contractor will:

- (a) be responsible for shipment of all materials and equipment to the Site;
- (b) establish and issue to all Subcontractors proper packaging, shipping and marking instructions including necessary addresses, pro-forma invoices, bills of lading and customs releases applicable to different methods of transport, border crossings and receiving location(s); and
- (c) provide seven days written notice prior to arrival on site of any significant deliveries that may require coordination with Other Contractors or BC Hydro. Required Submittals should be submitted no later than 28 days prior to delivery of materials and equipment;



#### 9.4 Tracing and Expediting

The Contractor will:

- (a) be responsible for tracing and expediting all shipments and for obtaining all clearances;
- (b) establish and maintain an inventory management system for on-Site work;
- (c) notify itself of all delivery of equipment, materials and parts to Site; and
- (d) copy all shipping notices and slips to BC Hydro.

### 10 **PRICES AND PAYMENT**

#### 10.1 Payments

Each of the Contractor and BC Hydro will comply with the requirements of Schedule 11 [Prices and Payment].

### 11 **CHANGES**

#### 11.1 Changes

BC Hydro may, without invalidating the Contract, make changes to the Work in accordance with Schedule 12 [Changes].

### 12 **DELAYS AND ACCELERATION**

#### 12.1 BC Hydro Delay

If the Contractor is delayed in the performance of the Work by an act or omission of Hydro's Representative, BC Hydro, or a Person for whom BC Hydro is in law responsible (other than the Contractor and those engaged by or through the Contractor), contrary to the provisions of the Contract Documents ("**BC Hydro Delay**"), then, on written notice as required by Section 12.8 of this Schedule 2 [General Conditions] and subject to the Contractor's duties to mitigate under Section 30.2 of this Schedule 2 [General Conditions], the Contractor will be entitled to:

- (a) an extension of the time for the performance of the Work equal to the impact of such delay; and
- (b) reimbursement from BC Hydro for the Direct Costs reasonably and necessarily incurred by the Contractor as a direct result of such delay, without mark-up for head office overhead or profit. For certainty no payment will be owed by BC Hydro to the Contractor on account of such delay for Consequential Damages.

#### 12.2 Contractor Delay

If the Contractor is delayed in the performance of the Work by its own acts or omissions, or by the acts or omissions of a Person for whom the Contractor is in law responsible ("**Contractor Delay**"), then the Contractor will not be entitled to, nor will the Contractor make any claim for reimbursement or payment from BC Hydro for any costs incurred by the Contractor or an extension of the time for the performance of the Work, in either case, as a result of such delay.

### 12.3 Labour Disputes

Any work stoppage, strike, lock-out, picket or other labour dispute by any personnel engaged by BC Hydro or any Other Contractor will be deemed to be a BC Hydro Delay under Section 12.1 of this Schedule 2 [General Conditions].

Any work stoppage, strike, lock-out, picket or other labour dispute by any personnel engaged by the Contractor or any Subcontractor, including any financial and jurisdictional disputes involving unionized and non-unionized workers, will be deemed to be a Contractor Delay under Section 12.2 of this Schedule 2 [General Conditions].

### 12.4 Project Delay

If the Contractor is delayed in the performance of the Work as a result of a direction from a Governmental Authority given for the purpose of suspending the Project as a whole ("**Project Delay**"), including an order from a court pursuant to an application from:

- (a) any person to suspend the Project as a whole; or
- (b) any person asserting infringement of treaty and Aboriginal rights, including Aboriginal title,

such delay will be deemed to be a suspension by BC Hydro under Section 17.1 of this Schedule 2 [General Conditions].

### 12.5 Force Majeure

If either the Contractor or BC Hydro is delayed in the performance of any of their obligations under the Contract as a result of an event of Force Majeure, then the party claiming the delay will be excused from performance of such obligations, provided that party gives written notice in accordance with Section 12.8 of this Schedule 2 [General Conditions], and mitigates the effect of the delay in accordance with Section 30.2 or 30.3 of this Schedule 2 [General Conditions], as applicable. The party delayed by an event of Force Majeure will be entitled to an extension of the time for the performance of the Work equal to the impact of the delay caused by the event of Force Majeure, but will not be entitled to, nor will such party make any claim for, reimbursement or payment for any costs incurred by that party as a result of the event of Force Majeure.

If an event of Force Majeure causes delay for a period greater than 365 days then, for the period of delay commencing on day 366, the delay will be deemed to be a suspension by BC Hydro under Section 17.1 of this Schedule 2 [General Conditions].

### 12.6 Public Protest at Site

Notwithstanding Section 12.5 of this Schedule 2 [General Conditions], a public protest, including a protest by a special interest group, occurring at the Site targeted at the Project that causes delay to the performance of the Work is not an event of Force Majeure and will be considered a suspension by BC Hydro under Section 17.1 of this Schedule 2 [General Conditions].

## 12.7 Concurrent Delay

With respect to concurrent delays, if two or more delay events occur concurrently then for the period of any concurrency:

- (a) the following order of priority will apply, such that Contractor Delay has the highest priority and Project Delay has the lowest priority:
  - (i) Contractor Delay pursuant to Section 12.2 of Schedule 2 [General Conditions];
  - (ii) Force Majeure pursuant to Section 12.5 of Schedule 2 [General Conditions];
  - (iii) BC Hydro Delay pursuant to Section 12.1 of Schedule 2 [General Conditions]; and
  - (iv) Project Delay pursuant to Section 12.4 of Schedule 2 [General Conditions]; and
- (b) the Contractor will only be entitled to claim:
  - (i) an extension of the time for the performance of the Work; or
  - (ii) reimbursement for additional costs incurred by the Contractor; or
  - (iii) both,

in accordance with and to the extent permitted by the corresponding Section for the delay event given the highest priority in Section 12.7(a) of this Schedule 2 [General Conditions].

## 12.8 Notice of Delay

With respect to any event of delay:

- (a) regardless of the cause of a delay, the party claiming delay will give written notice of the delay to the other party's Representative with sufficient detail to permit the other party's Representative to be able to understand the basis for the claim as well as the anticipated impact on the Contract Price, if any, and the time for the performance of the Work, if any. Such notice will be given promptly after the party claiming delay is aware of an impact on the Contract Price or the time for the performance of the Work, or, in any event, promptly after the time when the party claiming delay should reasonably have become aware of an impact on the Contract Price or the time for the performance of the Work, provided, however, that in the case of a continuing cause of delay only one written notice of delay will be necessary;
- (b) if the Contractor gives notice of delay in accordance with Section 12.8(a) of this Schedule 2 [General Conditions], then, as part of the performance of the Work, the Contractor will keep and provide to Hydro's Representative records in the same detail and manner as described in Section 4.1 of Schedule 12 [Changes];
- (c) upon receipt of a notice of delay from the Contractor, Hydro's Representative will promptly investigate the conditions giving rise to the claimed delay in order to satisfy himself as to the validity of the claimed delay;

- (d) in no event will the Contractor be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price or an adjustment of the time for the performance of the Work on account of any delay or portion of a delay:
  - (i) that occurs more than seven days prior to the notice delivered by the Contractor to Hydro's Representative as provided by Section 12.8(a) of this Schedule 2 [General Conditions]; or
  - (ii) notwithstanding Section 12.8(d)(i) of this Schedule 2 [General Conditions], to the extent BC Hydro is materially prejudiced by any delay in the Contractor complying with its obligations under Section 12.8(a) of this Schedule 2 [General Conditions]; and
- (e) in no event will the Contractor be entitled to, nor will the Contractor make any claim for, an adjustment to the Contract Price on account of any costs incurred as a result of any delay or portion of a delay for which the Contractor has not kept, nor made available to Hydro's Representative, the records as required under Section 12.8(b) of this Schedule 2 [General Conditions].

12.9 Acceleration to Recover Contractor Delays

If, at any time, Hydro's Representative, acting reasonably, determines that the then current Work Program and Schedule is not being met due to an act, error or omission of the Contractor or any Subcontractor, then Hydro's Representative may deliver written notice to the Contractor directing the Contractor to accelerate the performance of the Work, at the Contractor's sole cost and expense, so as to bring the performance of the Work back into conformity with the then current Work Program and Schedule.

12.10 Acceleration for BC Hydro's Convenience

Hydro's Representative may, at any time, deliver written notice to the Contractor to accelerate the performance of the Work at BC Hydro's convenience and upon receipt the Contractor will use reasonable commercial efforts to accelerate in accordance with such notice. Any such acceleration will be a Change under Schedule 12 [Changes], provided that the date for the payment of Liquidated Damages under Section 11 of Schedule 11 [Prices and Payment] will not be moved to an earlier date, except as otherwise expressly agreed by the Contractor and BC Hydro.

█ [REDACTED]

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- (b) the Contractor should otherwise fail to comply with the requirements of the Contract to a substantial degree; or
- (c) the aggregate liability of the Contractor to BC Hydro for Claims relating to or arising out of the Contract exceeds the maximum aggregate liability as set out in Section 24.1 of this Schedule 2 [General Conditions],

then Hydro's Representative may provide the Contractor with written notice stating the nature of the Contractor's failure and instructing the Contractor to correct the failure within seven days after receipt of such notice. If the Contractor cannot reasonably correct the failure within such seven days, then the Contractor will be in compliance with Hydro's Representative's instructions if the Contractor:

- (d) takes all reasonable steps to begin to correct the failure within such seven days;
- (e) provides Hydro's Representative with a schedule reasonably acceptable to Hydro's Representative for such correction; and
- (f) completes the correction in accordance with such schedule.

If the Contractor fails to correct the default in the time specified or subsequently agreed in writing, or, if, for any reason, the default cannot be corrected, including if the default is as described in Section 15.1(c) of this Schedule 2 [General Conditions] and no new agreement is reached between the parties regarding the Contractor's maximum aggregate liability, then BC Hydro may, without prejudice to any of its other rights or remedies:

- (g) correct such default to the extent BC Hydro is able to correct the default and set off from any payment then or thereafter due to the Contractor all additional costs reasonably incurred by BC Hydro to correct the default, including the cost of Other Contractors and BC Hydro's own forces;
- (h) deduct any portion of the outstanding Work from the Contract as BC Hydro may, in its sole discretion, decide and adjust the Contract Price on account of such deduction and set-off from any payment then or thereafter due to the Contractor all additional costs reasonably incurred by BC Hydro to complete the performance of the Work, including increased costs of construction, the costs of Other Contractors, any administrative costs, the cost of BC Hydro's own forces and resources and the cost to BC Hydro of Hydro's Representative; or
- (i) terminate the Contract.

## 15.2 Bankruptcy

BC Hydro may, without prejudice to any of its other rights or remedies, terminate the Contract by giving written notice to the Contractor or any other applicable Person, if:

- (a) the Contractor, or any entity comprising the Contractor, makes an assignment for the benefit of its creditors, is declared bankrupt or commits an act of bankruptcy, becomes insolvent, makes a proposal for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or becomes involved in any other type of insolvency proceedings being commenced by or against the Contractor, or any entity comprising the Contractor, under the *Bankruptcy and Insolvency Act* (Canada) or otherwise;
- (b) a receiver, receiver manager or other encumbrance holder takes possession of or is appointed over, or any distress, execution or other process is levied or enforced upon, the whole or any material part of the assets of the Contractor, or any entity comprising the Contractor;



- (c) any arrangement with or for the benefit of creditors is entered into by or in relation to the Contractor, or any entity comprising the Contractor, provided such arrangement is not entered into by the Contractor, or such entity comprising the Contractor, in the ordinary course of business;
- (d) any proceeding with respect to the Contractor, or any entity comprising the Contractor, is commenced under the *Companies' Creditors Arrangement Act* (Canada);
- (e) the Contractor, or any entity comprising the Contractor, ceases to carry on business; or
- (f) a petition is filed (and not being contested in good faith, using all commercially reasonable efforts), or a resolution is passed or an order is made for the winding up, liquidation or dissolution of the Contractor, or any entity comprising the Contractor.

BC Hydro will not exercise its right of termination under this Section 15.2 if at least one entity comprising the Contractor is not the entity giving rise to such right of termination under Section 15.2(a) through Section 15.2(f) of this Schedule 2 [General Conditions], and if BC Hydro, acting reasonably, is satisfied that:

- (g) such entity(ies) has the power, capacity and resources necessary to fulfill the Contractor's obligations under the Contract; and
- (h) such entity(ies) will deliver a modified security package that provides BC Hydro with security for the performance of the Contractor's obligations under the Contract that is equal to that provided under the Performance Security.

### 15.3 Termination for Cause

If BC Hydro terminates the Contract under Section 15.1 or Section 15.2 of this Schedule 2 [General Conditions], then BC Hydro will, while making all commercially reasonable efforts to mitigate costs and delays:

- (a) be entitled to take possession of the equipment and materials, including any BC Hydro Property, located at the Site or elsewhere and intended for incorporation in or use in the performance of the Work, and any equipment and materials for which payment has been made or for which payment may be owing in accordance with the Contract Documents by BC Hydro to the Contractor, to utilize such equipment and materials, subject to the rights of third parties, and complete the performance of the Work by whatever method BC Hydro may consider expedient;
- (b) be entitled to withhold any payments owing to the Contractor;
- (c) upon Total Completion, be entitled to retain from any amounts withheld from the Contractor the total of any additional costs (the "**Default Costs**") in excess of the Contract Price BC Hydro incurred to achieve Total Completion because of the Contractor's default, including the costs of Other Contractors, any administrative costs, the cost of BC Hydro's own forces and resources and the cost to BC Hydro of Hydro's Representative, and pay the balance of any amounts withheld from the Contractor, if any, to the Contractor. If the total of:
  - (i) the Default Costs; and
  - (ii) the costs to cover corrections during the Warranty Period with respect to the Work performed by the Contractor up to the date of termination,

exceeds the total of the payments BC Hydro has withheld, then such excess will be immediately due and owing by the Contractor to BC Hydro upon receipt of an invoice from BC Hydro for such excess; and

- (d) on expiry of the Warranty Period retain, from any holdback, the cost of any corrections made during the Warranty Period to any Work performed by the Contractor up to the date of termination, and pay the balance, if any, to the Contractor. If the total of the costs of such corrections exceeds the holdback, then such excess will be immediately due and owing by the Contractor to BC Hydro upon receipt of an invoice from BC Hydro for such excess, but without duplication of any amounts previously paid by the Contractor pursuant to Section 15.3 of this Schedule 2 [General Conditions].

#### 15.4 Contractor's Obligations Following Termination

If the Contract is terminated for any reason, including pursuant to Section 17.1 of this Schedule 2 [General Conditions], the Contractor's obligations described in the Contract Documents as to quality, correction and warranty will continue in full force and effect after such termination with respect to the Work performed by the Contractor up to the time of termination.

### 16 BC HYDRO DEFAULT

#### 16.1 Failure to Perform

If BC Hydro fails to:

- (a) pay the Contractor payments when due in accordance with the provisions of the Contract;
- (b) provide the Contractor with adequate directions or instructions so as to prevent the Contractor from performing the Work in accordance with the Contract; or
- (c) resume the Contract, in whole or in part, within one year of the effective date of the suspension of the Contract under Section 17.1 of this Schedule 2 [General Conditions],

then the Contractor may provide Hydro's Representative with written notice stating the nature of BC Hydro's default and instructing BC Hydro to correct the default within 30 days after receipt of such notice.

If BC Hydro cannot reasonably correct the default in such 30 days, then BC Hydro will be in compliance with the Contractor's instructions if BC Hydro:

- (d) takes all reasonable steps to begin to correct the default within such 30 days;
- (e) provides the Contractor with a schedule acceptable to the Contractor, acting reasonably, for such correction; and
- (f) completes the correction in accordance with such schedule.

If BC Hydro fails to correct the default in the time specified or subsequently agreed in writing, then the Contractor may, without prejudice to any of its other rights or remedies, terminate the Contract.

## 16.2 Termination for Cause

If the Contractor terminates the Contract under Section 16.1 of this Schedule 2 [General Conditions], then BC Hydro will, in full satisfaction of all claims the Contractor may have, pay the Contractor:

- (a) all compensation owed in accordance with the Contract for all Work performed, including all materials and equipment supplied for incorporation into the Work, in accordance with the Contract Documents up to the date of the termination;
- (b) all reasonable and substantiated third party cancellation charges, if any, incurred by the Contractor to the date of termination, provided such charges could not have been reasonably avoided or mitigated by the Contractor; and
- (c) the Contractor's reasonable and substantiated Direct Costs for demobilization from the Contractor's Work Areas, plus a mark-up of 15% on such Direct Costs.

For certainty, the Contractor will not be entitled to, nor will the Contractor make a claim for, Consequential Damages.

## 17 SUSPENSION OR TERMINATION OF CONTRACT OTHER THAN FOR DEFAULT

### 17.1 Suspension or Termination for Convenience

BC Hydro may, by written notice to the Contractor's Representative, at any time at BC Hydro's convenience and in its sole discretion, suspend or terminate the Contract, in whole or in part, stating the extent and effective date of such suspension or termination, and, upon receipt of such written notice, the Contractor will:

- (a) wind down all suspended or terminated Work in accordance with such notice and in a manner such that BC Hydro receives the benefit of all completed Work;
- (b) with respect to the terminated portions of the Work, if any, on the written direction of Hydro's Representative:
  - (i) assign to BC Hydro, in the manner and to the extent directed by BC Hydro, all of the Contractor's rights under purchase orders and agreements with any first tier Subcontractors as identified by BC Hydro; and
  - (ii) terminate purchase orders and agreements with first tier Subcontractors, to the extent that they are not assigned to BC Hydro;
- (c) take any necessary action, including re-possession, to protect property in the Contractor's possession in which BC Hydro has or may acquire an interest, including any BC Hydro Property;
- (d) continue and complete performance of the continuing portion of the Work, if any, in accordance with the Contract Documents;
- (e) provide suggestions to BC Hydro as to the best methods of mitigating any Claims, costs or delays arising from the suspension or termination of all of portions of the Work;
- (f) provide all records and documents, as required by the Contract, to BC Hydro relating to the terminated portion of the Work, if any; and

- (g) take any other action in relation to the termination of the Work which BC Hydro may reasonably direct.

#### 17.2 Rights upon Termination for Convenience

In the event of termination under Section 17.1 of this Schedule 2 [General Conditions], BC Hydro will, in full satisfaction of all claims the Contractor may have, pay the Contractor:

- (a) all compensation owed in accordance with the Contract for all Work performed, including all materials and equipment supplied for incorporation into the Work, in accordance with the Contract Documents up to the date of the termination;
- (b) all reasonable and substantiated third party cancellation charges, if any, incurred by the Contractor to the date of termination, provided such charges could not have been reasonably avoided or mitigated by the Contractor; and
- (c) the Contractor's reasonable and substantiated Direct Costs for demobilization from the Contractor's Work Areas, plus a mark-up of 15% on such Direct Costs.

For certainty, the Contractor will not be entitled to, nor will the Contractor make any claim for, Consequential Damages.

#### 17.3 Obligations During Suspension

During any period of suspension, the Contractor will not remove any Work or any equipment and materials, including BC Hydro Property, from the Contractor's Work Areas without the prior written consent of Hydro's Representative, and will take all commercially reasonable steps to secure and make safe all Work and all such equipment and materials at the Site, including BC Hydro Property, if any. At any time after the commencement of such period of suspension, BC Hydro may give written direction to the Contractor to resume performance of the suspended Work, and, upon receipt of such direction, the Contractor will so resume within the time specified in such direction by Hydro's Representative, acting reasonably.

In the event of suspension under Section 17.1 of this Schedule 2 [General Conditions], and provided that such suspension is not due to a default of the Contractor, BC Hydro will, in full satisfaction of all claims the Contractor may have, reimburse the Contractor for the Contractor's Direct Costs, including stand-by equipment rental rates for any equipment that the Contractor may rent or own, personnel demobilization and remobilization costs and additional Site overhead costs, incurred in complying with the requirements of this Section 17.3, provided such costs could not have been reasonably avoided or mitigated by the Contractor, plus a mark-up of 15% on such costs.

At the end of each month during a suspension, the Contractor may submit an invoice to BC Hydro, along with all supporting documentation reasonably required by BC Hydro, which fully details the Direct Costs claimed by the Contractor in accordance with this Section 17.3 for that month. BC Hydro will pay to the Contractor the amount it approves within 60 days of receipt of such an invoice.

For greater certainty, the Contractor will not be entitled to, nor will the Contractor make any claim for, Consequential Damages.

The Work Program and Schedule will be extended to cover the complete period of the suspension.

#### 17.4 Termination for Force Majeure

Either party may, on 14 days written notice to the other party, terminate the Contract if an event of Force Majeure has delayed the Contract for a period greater than 365 days for a single event, or 730 days in the

aggregate if there is more than one Force Majeure event. Any termination pursuant to this Section 17.4 will be deemed to be a termination under Section 17.1 of this Schedule 2 [General Conditions].

## **18 DISPUTES**

### **18.1 Dispute Resolution Procedure**

All Disputes will be resolved in accordance with Schedule 14 [Dispute Resolution Procedure].

## **19 PROTECTION OF PERSONS, PROPERTY AND THE ENVIRONMENT**

### **19.1 Health and Safety**

The Contractor will comply with Schedule 10 [Safety].

### **19.2 Protection of Work and Property**

With respect to protection of the Work, other work and property:

- (a) except as expressly set out otherwise in the Contract Documents, in performing the Work, the Contractor will be responsible:
  - (i) for the care, custody, control and security of all parts of the Work until Substantial Completion, and the Contractor will, at the Contractor's sole cost and expense, make good any loss or damage to any part of the Work until Substantial Completion;
  - (ii) to protect BC Hydro's and other Person's work and property, including BC Hydro Property, from loss or damage, and the Contractor will, at the Contractor's sole cost and expense, make good any such loss or damage to BC Hydro's or other Person's work and property, including BC Hydro Property; and
  - (iii) for the care, custody, control, maintenance and security of the Work and all equipment, materials and other items used or provided to or by the Contractor or any Subcontractor in connection with the Contract, including BC Hydro Property, whether in transit to or from the Site or in storage on or off the Site by the Contractor or any Subcontractor, and the Contractor will, at the Contractor's sole cost and expense, make good any loss or damage to any such equipment, materials and other items;
- (b) notwithstanding Section 19.2(a) of this Schedule 2 [General Conditions], the Contractor will not be responsible for loss or damage described in Section 19.2(a):
  - (i) to the extent the Contractor, in the performance of the Work, could not reasonably have avoided such loss or damage; or
  - (ii) to the extent BC Hydro, Hydro's Representative, Other Contractors or others for whom BC Hydro is in law responsible (other than the Contractor and those engaged by or through the Contractor, including Subcontractors) contributed in causing such loss or damage; and
- (c) for certainty, if the loss or damage described in Section 19.2(a) of this Schedule 2 [General Conditions] would have been covered by or recoverable against the insurance required to be obtained and maintained under the Contract but for Section 19.2(b) of this Schedule 2 [General Conditions], then that Section 19.2(b) of this Schedule 2 [General Conditions] will be inoperative and considered as deleted from the Contract so as to permit the recovery under such insurance. In such event, BC Hydro will pay the applicable deductible or reimburse the Contractor for the

payment of the applicable deductible and the insurance proceeds will be used by the parties to make good the loss or damage.

### 19.3 Protection of the Environment

The Contractor will comply with Schedule 7 [Environmental Obligations]. The Contractor will, as part of the Work, cooperate with BC Hydro as BC Hydro may request, acting reasonably, to provide information required relating to any Permit.

### 19.4 Security Plan

Within 90 days after the Effective Date, and in any event prior to commencing the performance of any Work at the Site, the Contractor will prepare and submit to Hydro's Representative for Consent a security plan (the "**Security Plan**") that outlines the security measures the Contractor will implement to protect its employees, agents, personnel, its Subcontractors and their employees and agents, the Contractor's materials and equipment, the Work, BC Hydro Property and any area of ancillary use, including any storage area or laydown area, within the Contractor's Work Area.

### 19.5 Amendment of Security Plan

The Contractor will review and amend the Security Plan from time to time as necessary to reflect changes in the development of the Work, installation progress, work methods, Site hazards and scope of Work. The Contractor will, prior to implementing any Security Plan amendments, submit the proposed amendments to Hydro's Representative for Review.

### 19.6 Compliance with Security Plan

The Contractor should implement and comply with the Security Plan and any amendments to the Security Plan pursuant to Section 19.5 of this Schedule 2 [General Conditions].

If BC Hydro designates an entity other than the Contractor as the Prime Contractor in an area within the Contractor's Work Area, as contemplated in Section 2.7 of Schedule 10 [Safety], then the Contractor will collaborate with the Prime Contractor to develop and implement a security plan for any such overlapping Safety Area(s), and will comply with that security plan.

## 20 CONFIDENTIALITY AND COMMUNICATIONS

### 20.1 Confidential Information

Each of BC Hydro and the Contractor will treat as confidential, and will use commercially reasonable efforts to protect and prevent the publication, disclosure or dissemination to third parties without the prior written consent of the disclosing party any business, financial, technical information of the disclosing party, or of any other information expressly identified by the disclosing party in writing as proprietary or confidential, that is supplied (whether orally or in written, electronic or any other form) to, or otherwise obtained or acquired by, the receiving party as a result of or in connection with the Contract (collectively the "**Confidential Information**").

### 20.2 Permitted Disclosure

Notwithstanding Section 20.1 of this Schedule 2 [General Conditions], disclosure of Confidential Information may be made:

- (a) with the prior written consent of the other party's Representative;
- (b) in strict confidence to the party's professional advisors;

- (c) in the case of the Contractor, to Subcontractors and Affiliates, or, in the case of BC Hydro, to Other Contractors or other contractors, who, in each case, need to know the applicable Confidential Information for the purposes of performing the Work, performing work on the Project, or performing repairs on the permanent Work;
- (d) in the case of BC Hydro:
  - (i) to any Governmental Authority, as required or requested by such Governmental Authority;
  - (ii) to the British Columbia Utilities Commission for the purpose of any regulatory application or submission to the British Columbia Utilities Commission; and
  - (iii) to any provincial ministry or to the Province of British Columbia; or
- (e) as otherwise required by Law, by Permits, or permitted by the Contract Documents, including Section 29 of this Schedule 2 [General Conditions].

The Contractor will, acting reasonably, consent to such Confidential Information as BC Hydro may request to be disclosed for reasons of public interest and transparency including:

- (f) emergency response plans; and
- (g) employment information including Aboriginal inclusion.

The Contractor will require all Subcontractors and Affiliates to enter into agreements with the Contractor containing confidentiality provisions substantially similar to those found in Section 20 of this Schedule 2 [General Conditions].

Prior to disclosing any Confidential Information to Other Contractors or other contractors, BC Hydro will ensure that such parties are bound by agreements with BC Hydro containing confidentiality provisions substantially similar to those found in Section 20 of this Schedule 2 [General Conditions].

### 20.3 Exceptions to Confidentiality Obligations

The obligations of confidentiality described in Section 20.1 of this Schedule 2 [General Conditions] will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of the Contract or through a breach of a confidentiality agreement which another Person has entered into concerning the Confidential Information;
- (b) information which the party already possessed before commencing to participate in the Project;
- (c) information which is rightfully received from a third party without breach of any obligation of confidence by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

### 20.4 Communications Roles

The Contractor will, during the performance of its obligations under the Contract, comply with the terms and conditions set out in Schedule 9 [Communications Roles].

## 20.5 Public Communications

The Contractor acknowledges that BC Hydro will not provide any endorsement of the Contractor or the Work performed pursuant to the Contract. The Contractor will not erect any sign or advertising, use any BC Hydro trademark, logo or device in any sign or advertisement or make any public announcement or disclosure, whether for publication in the press, radio, television, or any other medium, regarding the existence of the Contract, the Project or the Work without the prior written consent of BC Hydro, which consent may be arbitrarily withheld.

## 21 RECORDS AND AUDIT

### 21.1 Records and Audit

The Contractor will, during the performance of its obligations under the Contract, comply with the terms and conditions set out in Schedule 15 [Records].

### 21.2 Financial Statements

In addition to complying with the requirements of Schedule 15 [Records], the Contractor will, during the performance of its obligations under the Contract and for a period of seven years after termination of the Contract, keep and maintain all financial statements that are required or may be requested by BC Hydro from the Contractor or from the entity issuing the Parent Company Guarantee, and will, upon reasonable written notice, make such information available to Hydro's Representative and any of his or her nominees within such time period for review and audit.

The Contractor will, upon written request from Hydro's Representative within such time period, and in any event prior to disposal of such information, provide Hydro's Representative with a copy of any such information in a form satisfactory to Hydro's Representative, acting reasonably.

No audit conducted by Hydro's Representative or BC Hydro or any of their nominees under this Section 21.2 will at any time constitute approval or acceptance of any Work under the Contract, nor be considered a waiver by BC Hydro of any of the terms of the Contract, nor relieve the Contractor of any of its duties, obligations or responsibilities under the Contract to perform the Work in accordance with the requirements of the Contract Documents.

## 22 INSURANCE

### 22.1 Contractor Provided Insurance Coverage

The Contractor will obtain and maintain all policies of insurance required of it and will otherwise comply with all of the requirements set out in Schedule 13 [Insurance].

### 22.2 BC Hydro Provided Insurance Coverage

BC Hydro will obtain and maintain all policies of insurance required of it and will otherwise comply with all of the requirements set out in Schedule 13 [Insurance].

## 23 INDEMNIFICATION

### 23.1 Contractor Indemnity

The Contractor will indemnify, save harmless and assume the defence of, BC Hydro, its directors, officers, employees, consultants and agents, including Hydro's Representative (each, an "**Indemnified Party**") and, together, the "**Indemnified Parties**") from and against all third party Claims, including related Claim Costs, at any time suffered or incurred by, or brought or made against, the Indemnified Parties, or



any one of them, to the extent arising out of the errors, omissions or negligent acts, willful misconduct, or fraudulent or criminal acts, or breach of the Contract, of or by the Contractor, the Contractor's Affiliates or any Subcontractor, or those for whom such Persons may in law be responsible, except to the extent arising from the negligence or willful misconduct of the third party, an Indemnified Party, or another Person having a duty to indemnify BC Hydro.

### 23.2 Conduct of Claims

Without limiting the generality of Section 23.1 of this Schedule 2 [General Conditions], if an Indemnified Party becomes a party to a Claim for which indemnity may be sought under Section 23.1 of this Schedule 2 [General Conditions], then the Contractor will conduct the defence of such Claim, at the Contractor's sole cost and expense, keeping BC Hydro fully advised on all details of the proceedings, provided that:

- (a) if the Contractor fails to commence or carry out reasonably such defence then BC Hydro has the right, but not the obligation, upon prior written notice to the Contractor, to assume the defence of, including the settlement of, such Claim, and the Contractor will be responsible to pay BC Hydro's reasonable costs of such defence;
- (b) if, after BC Hydro assumes conduct of a defence pursuant to Section 23.2(a) of this Schedule 2 [General Conditions], a judgment is rendered or BC Hydro reaches a settlement with respect to the Claim that involves a payment to a third party, then BC Hydro will be entitled to claim contribution and indemnity from the Contractor, and the Contractor will pay BC Hydro the portion of the judgment or settlement attributable to the actions or omissions of the Contractor, provided that BC Hydro acted in good faith in reaching such judgment or settlement;
- (c) if, for BC Hydro's convenience, BC Hydro wishes to assume conduct of the defence then BC Hydro has the right, but not the obligation, upon prior written notice to the Contractor, to assume the defence of, including the settlement of, such Claim, and BC Hydro will be responsible to pay BC Hydro's costs of such defence and any judgment made as against the Contractor or BC Hydro, if any; and
- (d) if, after BC Hydro assumes conduct of a defence pursuant to Section 23.2(c) of this Schedule 2 [General Conditions], a judgment is rendered or BC Hydro reaches a settlement with respect to the Claim that involves a payment to a third party, then BC Hydro will be responsible to pay such judgment or such settlement, as the case may be, but BC Hydro will have the right to seek a contribution from the Contractor of an amount proportionate to the Contractor's responsibility for the Claim, as agreed to between the parties or, if not agreed, as determined pursuant to the Dispute Resolution Procedure. In no event shall the Contractor be required to contribute an amount that is greater than the proportion of the Contractor's responsibility for the Claim.

### 23.3 Separate Counsel

Where the Contractor has conduct of the defence of a Claim under Section 23 of this Schedule 2 [General Conditions], each applicable Indemnified Party may retain its own counsel, at the Indemnified Party's sole cost and expense, for the purpose of monitoring the Contractor's conduct of the Claim.

### 23.4 Limitation on Settlement

Notwithstanding any other provision in the Contract, where the Contractor has conduct of the defence of a Claim against an Indemnified Party pursuant to Section 23.2 of this Schedule 2 [General Conditions], the Contractor will not conclude or agree to the settlement or resolution of such Claim without the prior written approval of Hydro's Representative. Where the Contractor concludes or agrees to the settlement or resolution of such Claim without the prior written approval of Hydro's Representative, the Contractor will be liable for the entire amount of such settlement or resolution, including any amount in excess of its

indemnity obligations under the Contract, and will have no right to claim reimbursement, set-off or payment from BC Hydro, or any other Indemnified Party, with respect to any such excess amount.

### 23.5 Intellectual Property Indemnification

The following will apply with respect to any actual or alleged unauthorized disclosure, use or infringement of a third party's patent or intellectual, proprietary or industrial property rights:

- (a) the Contractor will indemnify, save harmless and assume the defence of, the Indemnified Parties in accordance with the provisions of Section 23 of this Schedule 2 [General Conditions], from and against all third party Claims, including Claim Costs, at any time suffered or incurred by, or brought or made against, the Indemnified Parties, or any one of them, to the extent resulting from or caused by any actual or alleged unauthorized disclosure, use or infringement of a third party's patent or intellectual, proprietary or industrial property rights to the extent resulting from or caused by the performance of the Work or the actions or omissions of the Contractor, the Contractor's Affiliates or Subcontractors, or those for whom such Persons may in law be responsible, or otherwise asserted against the Indemnified Parties, or any one of them, and for any other consequences to the extent arising out of the breach by the Contractor of Section 29 of this Schedule 2 [General Conditions]; and
- (b) without limiting the Contractor's obligations under Section 23.5(a) of this Schedule 2 [General Conditions], if any part of the Work uses any patent or intellectual, proprietary or industrial property rights or anything else which infringes the rights of others or which is alleged to infringe the rights of others, the Contractor will, at its own cost and expense, immediately:
  - (i) procure for BC Hydro an irrevocable, perpetual, nonexclusive, fee-free, royalty-free, assignable license for BC Hydro to use such patent or intellectual, proprietary or industrial property rights for the purpose of operating, maintaining and repairing the Work;
  - (ii) replace or alter the infringing or allegedly infringing parts with non-infringing parts of equal or better quality so as to meet or exceed the requirements of the Contract; or
  - (iii) if permitted by BC Hydro in writing, forthwith refund the amount paid by BC Hydro to the Contractor under the Contract with respect to the infringing or allegedly infringing parts.

Notwithstanding the foregoing, the Contractor will not be obligated to indemnify an Indemnified Party for any infringement Claim if:

- (c) the Indemnified Party does not notify the Contractor of such infringement Claim within a reasonable period of time after the Indemnified Party's receipt of such Claim;
- (d) such Claim results from the use of the Work contrary to the written specifications or written directions of the Contractor;
- (e) such Claim results from the use of a design provided to the Contractor by BC Hydro in accordance with the provisions of this Contract. For clarity, the Contractor will be obligated to indemnify an Indemnified Party in accordance with the provisions of Section 23 of this Schedule 2 [General Conditions] for an infringement Claim if such Claim results from the Contractor's design for the Design-Build Work; or
- (f) such Claim is compromised or settled without the Contractor's written consent.

23.6 BC Hydro Indemnity

BC Hydro will indemnify and save harmless the Contractor, its directors, officers and employees, from and against all third party Claims, including related Claim Costs, at any time suffered or incurred by, or brought or made against, the Contractor, its directors, officers and employees, or any one of them, for personal injury, including death, or property damage, to the extent caused by the negligence, wilful misconduct or breach of this Contract by any of the Indemnified Parties.

23.7 Enforcement of the BC Hydro Indemnity

The indemnity in Section 23.6 of this Schedule 2 [General Conditions] will only be enforceable against BC Hydro by the Contractor, its directors, officers and employees, if:

- (a) the Contractor gives BC Hydro: prompt notice of any third party Claim; the right and opportunity to select counsel and defend or settle the third party Claim; all documents and other information, including access to witnesses, available to the Contractor that may assist in the favourable defence or settlement of the third party Claim; and
- (b) the Contractor does not make any admission, or does any other act or thing, that is materially prejudicial to the favourable defence or settlement of the third party Claim.

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**25 WARRANTY**

25.1 Warranty

The Contractor warrants that all Work will be performed and supplied in accordance with the Contract Documents, free from defects in material, in workmanship and in any design or engineering furnished by or on behalf of the Contractor.

25.2 Quality of Equipment and Materials

The Contractor warrants that the equipment and materials furnished by or on behalf of the Contractor will be:

- (a) new and of recent manufacture;
- (b) first quality;
- (c) where such equipment and materials are not specified in the Contract Documents, fit for their intended purposes;
- (d) free from design defects, faults and faulty operation, including latent defects, provided that:
  - (i) if the Contractor obtains an equivalent warranty, including with respect to the Warranty Period described in Section 25.3 of this Schedule 2 [General Conditions], from the applicable third party manufacturer of the equipment and materials; and
  - (ii) the Contractor complies with Section 25.4 of this Schedule 2 [General Conditions] to assign the manufacturer’s warranty to BC Hydro,

then the Contractor will be deemed to have satisfied this Section 25.2(d);

- (e) compliant with the Contract Documents, including the specifications set out in Schedule 6 [Specifications and Drawings]; and
- (f) compliant with all Laws and Permits.

### 25.3 Length of Warranty

The length of the Contractor's warranty on the Work will be as follows:

- (a) subject to Section 25.3(b), the warranty set out in Section 25.1 and Section 25.2 of this Schedule 2 [General Conditions] will expire (the "**Warranty Period**") 24 months after the date of Substantial Completion or earlier termination of the Contract, except with respect to any matter for which a warranty claim has been made during such period. If any warranty claim is made pursuant to Section 25 of this Schedule 2 [General Conditions] and any part or component of the Work is re-performed, repaired or replaced, a new Warranty Period will commence for such re-performed, repaired or replaced Work from the date such re-performed, repaired or replaced Work is completed, unless such warranty work required only minor adjustment to and not replacement of a piece of equipment or a component; and
- (b) a separate warranty period will apply in respect of the Hydro-Mechanical Equipment that will commence on the date the applicable Hydro-Mechanical Equipment is put into service, and will expire on the Milestone Date for Milestone M3.5.

### 25.4 Assignment

Without limiting the generalities of Section 25.1, Section 25.2 or Section 25.3 of this Schedule 2 [General Conditions], the Contractor will assign to BC Hydro the guarantees and warranties (such that they may be enforceable directly by BC Hydro) provided by Subcontractors and other Persons engaged by or through Subcontractors and who perform Work for or on behalf of the Contractor.

### 25.5 Defects

If defects are discovered in the Work during the Warranty Period, including in any equipment and materials incorporated into the Work, then the Contractor will correct the defect or replace the equipment and materials promptly upon notification or instruction by Hydro's Representative. The Contractor will be responsible for all costs associated with such repairs and replacements and will indemnify and save harmless the Indemnified Parties from any resulting damages. Other work removed or damaged due to such defects, or in making good such defects will also be made good by the Contractor without additional payment by BC Hydro.

### 25.6 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time, then a date may be fixed by Hydro's Representative on or by which the defect or damage is to be remedied. The Contractor will be given reasonable written notice of this date. If the Contractor fails to remedy the defect or damage by such date and the remedial work was to be executed at the cost of the Contractor under Section 25 of this Schedule 2 [General Conditions], then BC Hydro may, at its option:

- (a) carry out the work using BC Hydro's own forces or other contractors, in a reasonable manner and at the Contractor's sole cost and risk. The Contractor will pay to BC Hydro, within 30 days after receipt of an invoice, the costs reasonably incurred by BC Hydro in remedying the defect or damage;
- (b) require Hydro's Representative to determine a reasonable reduction in the Contract Price; or
- (c) if the defect or damage deprives BC Hydro of substantially the whole benefit of the Work or any major part of the Work, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any of its other rights and remedies under the Contract or otherwise, BC Hydro will then be entitled to recover all sums paid for the Work or for such part (as the case may be), plus financing costs and the cost of dismantling such Work or

part, clearing the Contractor's Work Areas and returning equipment and materials to the Contractor.

## 25.7 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and Hydro's Representative gives its written consent, then the Contractor may remove from the Site for the purposes of repair such portions of the Work as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Bond by the full replacement cost of these items, or to provide other appropriate security.

## 26 COMPLIANCE WITH LAWS

### 26.1 Compliance with Laws

The Contractor, its employees and agents and the Subcontractors, and their employees and agents will be fully knowledgeable of and comply with all Laws.

### 26.2 Change of Law

If any Law that is directly applicable to the design or the manner of the performance of the Work is amended after the submission of price proposals pursuant to the execution of the Contract and before Total Completion, and such amendment unavoidably results in a material increase or decrease in the costs incurred by the Contractor to perform the Work, then such amendment will entitle the parties to claim a Change. If the Contractor is claiming a Change, it will do so pursuant to the provisions of Section 4.1 of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1(a)(i) of Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of such amendment, or, in any event, promptly after the date when the Contractor should reasonably have become aware of such amendment.

## 27 PRIVACY

### 27.1 Compliance with FOIPPA

BC Hydro is subject to FOIPPA and, accordingly, in order for BC Hydro to comply with the requirements of FOIPPA, the Contractor will, prior to or at the same time as providing BC Hydro or Hydro's Representative with copies of, or access to copies of, any records containing Personal Information of the Contractor's or any Subcontractor's employees, obtain and provide to Hydro's Representative the written consent of each affected individual to the indirect collection of his or her Personal Information by BC Hydro, such consents to be in a form specified by BC Hydro.

### 27.2 Privacy Protection

To the extent the Contractor has access to, whether direct, indirect or incidental, or the opportunity to access, any Personal Information, the Contractor will inform all of its personnel and Subcontractors having access to any Personal Information in the course of performing the Work of the confidential nature of the Personal Information and will ensure that its personnel and Subcontractors maintain the confidentiality of the Personal Information in accordance with the terms of Schedule 17 [Privacy Protection]. BC Hydro and the Contractor will have the respective rights and obligations applicable to each of them as provided in Schedule 17 [Privacy Protection] and Section 20 of this Schedule 2 [General Conditions] will not apply in respect of any such Personal Information.

### 27.3 Default

The Contractor's failure to comply with its obligations under Section 27 of this Schedule 2 [General Conditions] will be deemed to be a default under the Contract to which the provisions of Section 15.1 of this Schedule 2 [General Conditions] will apply.

### 27.4 Visual Records of the Performance of the Work

BC Hydro anticipates that it will make a visual recording of some aspects of the performance of the Work. The Contractor will as part of the Work assist in the preparation of any privacy impact assessment as may be required by Law for the implementation of a recording program, and will comply with any requirements in relation to the assessment.

## **28 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

### 28.1 Contractor's Corporate Representations and Warranties

The Contractor hereby covenants with, and represents and warrants to BC Hydro that, as of the Effective Date, the following representations and warranties are true:

- (a) that unless otherwise disclosed to BC Hydro in writing before the Effective Date and agreed by BC Hydro in writing, the Contractor's performance of the Work will not create any conflict of interest in relation to any services provided by the Contractor to any other party prior to, during or subsequent to Total Completion;
- (b) it is an entity duly created and organized, validly subsisting and in good standing under the Laws of the jurisdiction of its creation and is validly subsisting or registered and in good standing under the Laws of the jurisdiction in which the performance of the Work will be performed, and, if different, where the Site is located, and has all requisite power and authority to execute, deliver and perform its obligations under the Contract; and
- (c) the Contract has been duly authorized, executed, and delivered by the Contractor and constitutes a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

### 28.2 Contractor's Performance Representations and Warranties

The Contractor acknowledges that BC Hydro is relying on the Contractor's skill, knowledge and expertise in performing the Work in accordance with the Contract Documents. The Contractor hereby represents and warrants, with respect to the Work performed by the Contractor and the Subcontractors, that:

- (a) the Contractor and the Subcontractors have the necessary qualified personnel, with the skills and expertise, to perform and to complete the Work and are experienced, ready and willing to perform the Work in accordance with the Contract Documents; and
- (b) the Contractor has, or will obtain, all required permits, including all Permits (except for Project Related Permits), licenses and authorizations necessary to carry on its business and to be obtained by it to perform the Work.

## **29 INTELLECTUAL PROPERTY**

### 29.1 Grant of License

The Contractor hereby grants to BC Hydro an irrevocable, perpetual, nonexclusive, fee-free, royalty-free, assignable license with respect to any patent or intellectual, proprietary or industrial property rights owned



by, controlled by, licensed to or used by the Contractor to the extent such patent or intellectual, proprietary or industrial property rights are incorporated into the Work. Such license grants to BC Hydro the right to use and allow other contractors to use such patent or intellectual, proprietary or industrial property rights solely in connection with the operation, maintenance, repair or alteration of the Work or any part of the Work.

#### 29.2 Third Party Intellectual Property

The Contractor will make each third party with whom it deals and who may be affected by Section 29.1 of this Schedule 2 [General Conditions] aware of Section 29.1 of this Schedule 2 [General Conditions] and will cause each such third party to comply with such provision so as to enable the Contractor to fulfill its obligations under such provision, prior to or upon entering into any contract or agreement with such third party.

#### 29.3 Intellectual Property Royalties and Patent Fees

The Contractor will be solely responsible for and will pay all royalties, patent fees, license fees and other charges payable for any intellectual property incorporated in the items or things furnished by or on behalf of the Contractor in connection with the Project or the Work.

#### 29.4 Moral Rights

The Contractor waives in favour of BC Hydro all moral rights, and will cause all of the Contractor's personnel, Subcontractors and their personnel working on the performance of the Work to waive in favour of BC Hydro all such rights in and to any intellectual property incorporated into the Work. The Contractor will have each of its personnel or any third persons engaged in the performance of the Work do all such other things and execute all such documents as reasonably requested by Hydro's Representative in writing in order to confirm or give effect to any of the matters described in this Section 29.4.

### **30 MISCELLANEOUS**

#### 30.1 International Sale of Goods

The parties expressly agree that the *United Nations Convention on Contracts for the International Sale of Goods* does not and will not apply to the Contract.

#### 30.2 Contractor's Duty to Mitigate

In all cases where the Contractor is entitled to receive from BC Hydro any additional compensation, damages, or extensions of time for the performance of the Work, the Contractor will use both all commercially reasonable efforts and all due diligence to mitigate and reduce the amount required under the Contract to be paid by BC Hydro to the Contractor or the amount of the extension of the time for the performance of the Work. Upon request from BC Hydro, the Contractor will promptly submit a detailed description, supported by all such documentation as BC Hydro may reasonably require, of the measures and steps taken by the Contractor to mitigate and meet its obligations under this Section 30.2. This obligation will be taken into account in the determination of the Contractor's entitlement to an extension of time for the performance of the Work and reimbursement of costs or both.

### 30.3 BC Hydro's Duty to Mitigate

In all cases where BC Hydro entitled to receive from the Contractor any compensation, costs or damages, but not in any other case, BC Hydro will use all commercially reasonable efforts to mitigate such amount required to be paid by the Contractor to BC Hydro under this Contract, provided that such obligation will not require BC Hydro to:

- (a) take any action which is contrary to the public interest, as determined by BC Hydro in its discretion;
- (b) take any action which is contrary to BC Hydro's interest as an electric utility;
- (c) undertake any mitigation measure that might be available arising out of its status as a statutory body, but which measure would not normally be available to a private commercial party; or
- (d) alter the amount of any deductions it is entitled to make in accordance with Schedule 11 [Prices and Payment].

### 30.4 Severability

Each provision of the Contract is severable. If any provision of the Contract is to any extent invalid or unenforceable, the remainder of the Contract will not be affected and each remaining provision of the Contract will be separately valid and will be enforceable.

### 30.5 Joint and Several Liability

Where the Contractor is a joint venture, partnership or consortium:

- (a) each member of such entity agrees to be jointly and severally liable for the obligations of the Contractor; and
- (b) the Contractor will not change its composition or legal status without the prior written consent of BC Hydro.

Notwithstanding that the Contractor is a general partnership, the Contractor acknowledges and agrees that BC Hydro has and will have the right to enforce the Contract and all obligations of the Contractor directly against any of the partners forming the Contractor, and such partners will be fully responsible for the Contractor's duties, obligations and responsibilities under the Contract to perform the Work in accordance with all requirements of the Contract Documents.

### 30.6 Independent Contractor

The relationship between BC Hydro and the Contractor under the Contract is that of the Contractor being an independent contractor, notwithstanding any other provision in the Contract or anything arising out of the actions of the parties. BC Hydro and the Contractor expressly deny that it is their intention to create any partnership, joint venture, agency, employment or other relationship. Unless otherwise agreed in writing, the Contractor is not the agent of BC Hydro in any capacity whatsoever under the Contract, and has no authority to act as an agent of BC Hydro.

### 30.7 Third Persons

Except as expressly set out otherwise in the Contract Documents, nothing in the Contract, expressed or implied, is intended or will be construed to confer upon or to give any Person which is not a party to the Contract any rights or remedies under or by reason of the Contract.

### 30.8 Attornment

Subject to Schedule 14 [Dispute Resolution Procedure], for the purposes of any legal actions or proceedings brought by any party against the other party, the parties hereby irrevocably accept and submit to the exclusive jurisdiction of the courts of the Province of British Columbia and acknowledge such courts' competence and the convenience and propriety of the venue and agree to be bound by any judgment of such courts and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

### 30.9 Rights and Remedies Cumulative

All rights and remedies under the Contract (other than those which are expressly specified in the Contract Documents as exclusive rights and remedies) are cumulative and are in addition to and not in substitution for any other rights or remedies available under the Contract or Laws or at equity.

### 30.10 Survival

All representations and warranties of the Contractor to BC Hydro and all provisions of:

- (a) Section 15.3 of this Schedule 2 [General Conditions];
- (b) Section 15.4 of this Schedule 2 [General Conditions];
- (c) Section 20 of this Schedule 2 [General Conditions];
- (d) Section 21 of this Schedule 2 [General Conditions];
- (e) Section 23 of this Schedule 2 [General Conditions];
- (f) each other provision of the Contract providing for indemnification of a party by the other party;
- (g) Section 25 of this Schedule 2 [General Conditions];
- (h) Section 29 of this Schedule 2 [General Conditions];
- (i) Section 30 of this Schedule 2 [General Conditions];
- (j) Schedule 15 [Records]; and
- (k) each other provision of the Contract which, in accordance with its terms, expressly survives the termination, suspension, cancellation, completion or expiration of the Contract,

including each other provision necessary for the interpretation or enforcement of such provisions, will continue as valid and enforceable obligations of the parties notwithstanding any termination, suspension, cancellation, completion or expiration of the Contract.

**MAIN CIVIL WORKS CONTRACT**

**APPENDIX 2-1**

**DESIGN-BUILD REVIEW PROCESS**

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# MAIN CIVIL WORKS CONTRACT

## APPENDIX 2-1

### DESIGN-BUILD REVIEW PROCESS

#### 1 INTERPRETATION

##### 1.1 Definitions

In this Appendix 2-1 [Design-Build Review Process], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Construction Documents Phase**” has the meaning set out in Section 2.4 of this Appendix 2-1 [Design-Build Review Process];

“**Design Development Phase**” has the meaning set out in Section 2.3 of this Appendix 2-1 [Design-Build Review Process]; and

“**Schematic Design Phase**” has the meaning set out in Section 2.2 of this Appendix 2-1 [Design-Build Review Process].

#### 2 DESIGN REVIEW

##### 2.1 Progressive Design Development

The Contractor will undertake the design in phases progressively, with each phase capturing the information and detail of a previous phase, as set out in this Appendix 2-1 [Design-Build Review Process].

##### 2.2 Schematic Design Phase

The schematic design phase (the “**Schematic Design Phase**”) will be the preparation of supplemental information not included in Schedule 6 [Specifications and Drawings] and the development of drawings and other documents, illustrating the intended design of the relevant portion of the Design-Build Work, in sufficient detail to describe how all the parts of such Design-Build Work relate to each other and the balance of the Work.

The Contractor will submit all Schematic Design Phase documentation applicable to a component of the Work for Review, and will not begin the Design Development Phase for such component until all such documentation has been endorsed Accepted, except as otherwise may be agreed to in writing by BC Hydro.

##### 2.3 Design Development Phase

The design development phase (the “**Design Development Phase**”) will include the preparation of drawings, specifications and other documents to fully describe the relevant portion of the Design-Build Work, and will include:

- (a) more detail to the information provided in the Schematic Design Phase described in Section 2.2 of this Appendix 2-1 [Design-Build Review Process]; and
- (b) all design assumptions.

The Contractor will submit all Design Development Phase documentation for Review, and will not begin the Construction Documents Phase until all such documentation has been endorsed Accepted, except as otherwise may be agreed to in writing by BC Hydro.

#### 2.4 Construction Documents Phase

The construction documents phase (the “**Construction Documents Phase**”) will include the preparation of Construction documents consisting of drawings and specifications describing in detail the requirements for the Construction of the relevant portion of the Design-Build Work. For each element or component of the relevant portion of the Design-Build Work drawings and other design information will be delivered to BC Hydro at:

- (a) 50% design completion; and
- (b) 95% design completion,

in accordance with the Submittal Schedule, in a timely way in advance of Construction with sufficient detail to permit BC Hydro to understand and assess the Design-Build design.

If the Contractor intends to proceed with Construction of a portion of the Design-Build Work in advance of the completion of the design of other parts of the Design-Build Work then the Contractor will deliver the 50% and 100% Construction documents for that portion (with sufficient accompanying detail to permit BC Hydro to understand and assess the design of that portion) in advance of the design documents for remainder of the Design-Build Work.

#### 2.5 Required Level of Detail

In each phase the Contractor will provide to BC Hydro the level of detail and documentation that BC Hydro would customarily receive or expect to receive in accordance with Good Industry Practice, including (as applicable to a particular phase):

- (a) dimensioned plans;
- (b) written reports detailing and describing the manner in which the requirements of the Contract Documents have been taken into account in the design.

This Section does not limit the Contractor’s obligation to comply with all requirements of the Contract Documents.

#### 2.6 Design Change

The following will apply to BC Hydro’s requests for amendments to the design of the Design-Build Work:

- (a) revisions to drawings, specifications, equipment and additional design requested by BC Hydro under the processes described in this Appendix 2-1 [Design-Build Review Process] and in Schedule 5 [Submittal Procedure] are not Changes and will be completed at the Contractor’s cost (except to the extent that any such requested revision would constitute a material change to a provision of Schedule 6 [Specifications and Drawings] in which event the terms of Schedule 12 [Changes] will apply and such revision will not be implemented except under a Change Order or Change Directive issued by BC Hydro); and
- (b) if and to the extent BC Hydro requires a variation of any design described endorsed Accepted (other than a variation required to bring the design into conformity with this Contract) then such variation will be a Change and the terms of Schedule 12 [Changes] will apply.

## 2.7 Ownership of Design

With respect to ownership and property rights relating to the design, and subject to any express provisions as may be included in this Contract BC Hydro will own all rights and interest relating to any design prepared by the Contractor with respect to the Design-Build Work.

**MAIN CIVIL WORKS CONTRACT**

**APPENDIX 2-7**

**LEAVE TO COMMENCE**

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# MAIN CIVIL WORKS CONTRACT

## APPENDIX 2-7

### LEAVE TO COMMENCE

#### 1 INTERPRETATION

##### 1.1 Definitions

In this Appendix 2-7 [Leave to Commence], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation] and Schedule 2 [General Conditions]:

“**Component Authorization**” has the meaning set out in Section 4.3 of this Appendix 2-7 [Leave to Commence];

“**Construction Engineer**” is the person referred to in Exhibit 2-7-1 [Guide for Waterpower Projects – Scope of Information and Reports by the Independent Engineer];

“**Design Engineer**” has the meaning set out in Exhibit 2-7-1 [Guide for Waterpower Projects – Scope of Information and Reports by the Independent Engineer];

“**Engineer**” has the meaning set out in the *Water Act* (British Columbia);

“**Environmental Monitor**”, for the purposes of this Appendix 2-7 [Leave to Commence] only, has the meaning set out in Section 2.2(b) of this Appendix 2-7 [Leave to Commence];

“**Independent Engineer**” has the meaning set out in Section 2.2(a) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction**” has the meaning set out in Section 3.1 of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #1**” has the meaning set out in Section 3.3(a) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #2**” has the meaning set out in Section 3.3(b) of this Appendix 2-7 [Leave to Commence]; and

“**Leave to Commence Construction #3**” has the meaning set out in Section 3.3(c) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #4**” has the meaning set out in Section 3.3(d) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #5**” has the meaning set out in Section 3.3(e) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #6**” has the meaning set out in Section 3.3(f) of this Appendix 2-7 [Leave to Commence];

“**Leave to Commence Construction #7**” has the meaning set out in Section 3.3(g) of this Appendix 2-7 [Leave to Commence];

**“Leave to Commence Construction #8”** has the meaning set out in Section 3.3(h) of this Appendix 2-7 [Leave to Commence];

**“Proper Documentation”** means for the purposes of this Appendix 2-7 [Leave to Commence] all the documents, including drawings, design information, work plans, safety plans, Environmental Protection Plans and other information requested and required by the Independent Engineer and the Environmental Monitor with respect to, or to be included with, an application for a specific Leave to Commence Construction, each of which document has been prepared in accordance with Good Industry Practice and as applicable been endorsed Accepted by Hydro’s Representative as may be required by the Contract Documents; and

**“Water Licence”** has the meaning set out in Section 2.1 of this Appendix 2-7 [Leave to Commence].

## **2 WATER ACT REQUIREMENTS**

### **2.1 Water Licence Approvals**

BC Hydro will obtain, in BC Hydro’s name, ‘Water Licences’ for the Project under the *Water Act* (British Columbia), as required for the construction and operation of the Project, including the performance of the Work (each a **“Water Licence”**). BC Hydro will provide copies of the Water Licences to the Contractor as they are obtained.

Water Licences are in addition to other Permits, such as authorizations required under the *Fisheries Act* (Canada) and the *Navigation Protection Act* (Canada).

### **2.2 Independent Engineer and Environmental Monitor Under Water Act**

BC Hydro anticipates that the terms of the Water Licences will include the requirements that BC Hydro:

- (a) retain an independent Professional Engineer to provide services to the Engineer for the regulation of construction of the Work covered by the Water Licences (the **“Independent Engineer”**); and
- (b) retain a person with professional qualifications to monitor the environmental impacts from the construction of the Work covered by the Water Licences (the **“Environmental Monitor”**).

BC Hydro also anticipates that attached to a Water Licence will be an outline of the scope of responsibilities and duties of each of the Independent Engineer and the Environmental Monitor that will generally be as listed in Exhibit 2-7-1 [Guide for Waterpower Projects – Scope of Information and Reports by the Independent Engineer] and Exhibit 2-7-2 [Guide for Waterpower Projects – Scope of Information and Reports by the Environmental Monitor], which are included as indicative only. The information regarding the Independent Engineer and the Environmental Monitor as included in the issued Water Licence may be different than as set out in these Exhibits.

### **2.3 Contractor’s Obligations**

The Contractor will, as part of the Work, cooperate with BC Hydro, the Independent Engineer and the Environmental Monitor and will provide all information, including Environmental Protection Plans, monitoring reports, schedules and other Submittals, as required and requested by BC Hydro, the Independent Engineer or the Environmental Monitor, so that BC Hydro is able to obtain all of the required Water Licences, and as required for BC Hydro, the Independent Engineer and the Environmental Monitor to perform their obligations and duties as provided under the Water Licences, including:

- (a) providing Work plans, details and designs for the Design-Build Work, a Work Program and Schedule covering the applicable Work and other information; and

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- (b) making lead personnel of the Contractor available for discussions during periodic site visits by the Independent Engineer, and provide information as may be requested by the Independent Engineer or the Environmental Monitor.

Nothing in this Section 2.3 will relieve the Contractor of its obligation to prepare applications for and to obtain those Permits required under the Contract to be obtained by the Contractor, or that may be required to be obtained by the Contractor in accordance with Laws, prior to commencing the part of the Work covered by such Permits; or to comply with the terms and conditions of any Permits required for the Project.

The Engineer may request personnel from Governmental Authorities to visit the Site from time to time to review the progress of the Work. The Contractor and BC Hydro will meet with such personnel to discuss the progress of the Work and any issues arising from the visit to Site, and the Contractor will ensure that none of the Contractor's personnel meet or have discussions with the personnel from such Governmental Authorities except in the presence of BC Hydro.

### **3 LEAVES TO COMMENCE CONSTRUCTION**

#### **3.1 Division of Work into Leaves to Commence Construction**

Construction of the Work will be divided into parts for the purpose of the Water Licences, and a separate Leave to Commence Construction (each a "**Leave to Commence Construction**") will be required for each part. Prior to the Engineer issuing a Leave to Commence Construction for any part of the Work, the Engineer must be satisfied that the requirements of the Water Licence that apply to that part of the Work are satisfied.

#### **No construction may be commenced of Work that will be covered by a Leave to Commence Construction prior to the issuance of the Leave to Commence Construction covering such Work.**

#### **3.2 Coordination Meeting**

The Contractor will, on invitation from BC Hydro, attend a coordination meeting(s), to be held as soon as practicable after the Effective Date, among the Design Engineer(s), the Construction Engineer, BC Hydro, the Contractor, the Independent Engineer and the Environmental Monitor. At that meeting:

- (a) the Design Engineer(s) will present an overview of the design for the Project, and the anticipated schedule for the submittal of the plans and criteria for review by the Independent Engineer;
- (b) the Construction Engineer will present an overview of the Contractor's proposed construction plan and schedule, including the sequencing of the Work, the scope of each Leave to Commence Construction, any requests to divide a Leave to Commence Construction into smaller components; and
- (c) the Independent Engineer will give a preliminary indication of the types of Submittals that the Independent Engineer will require for review as a condition of issuing the Leave to Commence Construction.

#### **3.3 Description of Anticipated Leaves to Commence Construction**

The actual scope of each Leave to Commence Construction will be identified by the Independent Engineer, in discussions with BC Hydro and the Contractor. The Independent Engineer will recommend to the Engineer the actual number of Leaves to Commence Construction and the parts of the Work to be included in each Leave to Commence Construction. It is anticipated that the scope of the Work will be divided into the following Leaves to Commence Construction:

- (a) construction of Right Bank Drainage Tunnel, Diversion Inlet Cofferdam, and Diversion Outlet Cofferdam, RSEM Area R5b, and Moberly River Construction Bridge (“**Leave to Commence Construction #1**”);
- (b) construction of all Left Bank parts of the Work prior to river diversion, including the Left Bank Excavation, Diversion Tunnel Portals, Diversion Tunnels, RSEM Areas L5 and L6, Left Bank Stage 1 Cofferdam, Left Bank Core Trench Excavation, Drilling and Grouting, Left Bank Drainage Adit and backfilling of test chamber and Left Bank Exploratory Adits, but excluding construction of the Earthfill Dam (“**Leave to Commence Construction #2**”);
- (c) construction of Right Bank parts of the Work prior to river diversion, including the Approach Channel Excavation, RCC Buttress Excavation, Right Bank Stage 1 Cofferdam, Right Bank Core Trench Excavation, Drilling and Grouting, RSEM Areas R5a and R6, backfilling of Right Bank Exploratory Adits, but excluding construction of the Earthfill Dam and construction of the RCC Buttress (“**Leave to Commence Construction #3**”);
- (d) construction of the RCC Buttress, including the Dam and Core Buttress, Powerhouse Buttress and Spillway Buttress (“**Leave to Commence Construction #4**”);
- (e) construction of the Earthfill Dam, including the Left Bank, Right Bank and centre sections, and construction of the Approach Channel lining, including all Fill Construction, Geomembrane and MSE Walls (“**Leave to Commence Construction #5**”);
- (f) construction of Stage 2 Cofferdams and diversion of the Peace River, including removal of the Diversion Tunnel Inlet and Outlet Cofferdams, construction of the Stage 2 Upstream and Downstream Closure Cofferdams, excavation of the centre section of the core trench and Drilling and Grouting (“**Leave to Commence Construction #6**”);
- (g) construction of the Spillway and Generating Station, including intake structures, gated and free crest spillways, stilling basin, penstocks and powerhouse (“**Leave to Commence Construction #7**”); and
- (h) reservoir filling, including: Tunnel Conversion; reopening the converted Diversion Tunnel; closing the other Diversion Tunnel and undertaking reservoir filling in accordance with the reservoir filling plan (“**Leave to Commence Construction #8**”).

The Contractor may request the approval of the Independent Engineer and Hydro’s Representative to amend the scope of any of the Leaves to Commence Construction to better suit the Contractor’s plan for the performance of the Work.

#### **4 APPLICATION FOR LEAVES TO COMMENCE CONSTRUCTION**

##### **4.1 General Submission Requirements for Leaves to Commence Construction**

After the coordination meeting described in Section 3.2 of this Appendix 2-7 [Leave to Commence], and after review of the information submitted at that meeting, BC Hydro anticipates receiving a preliminary list of the Submittals that the Independent Engineer will wish to review for:

- (a) the preparation of the recommendation report for each Leave to Commence Construction; and
- (b) the preparation of the recommendation report and letter consenting to commencement of construction of each part of the Work on Site.

All drawings, calculations, design criteria, design descriptions and other submittals required by the Independent Engineer for review, will be signed and sealed by the Design Engineer responsible for the applicable design.

BC Hydro anticipates that the Independent Engineer will require the following Submittals be submitted for each of the Leave to Commence Construction listed in Section 3.1 of this Appendix 2-7 [Leave to Commence]:

<b>Leave to Commence</b>	<b>Submittals</b>
Leave to Commence Construction #1	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Design of Diversion Inlet and Diversion Outlet Cofferdam and the Moberly River Construction Bridge.
Leave to Commence Construction #2	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Stage 1 Cofferdam design, monitoring and emergency management plan for work behind Cofferdams, RSEM development and management plan.
Leave to Commence Construction #3	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Stage 1 Cofferdam design, monitoring and emergency management plan for work behind Cofferdams, excavation and monitoring plan for Approach Channel and RCC Buttress excavations.
Leave to Commence Construction #4	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Foundation surface preparation plan, materials sourcing plan.
Leave to Commence Construction #5	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Materials sourcing plan, foundation grouting plan, foundation surface preparation plan, plans for removal of portions of Stage 1 Cofferdams.
Leave to Commence Construction #6	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Stage 2 Cofferdam design, dam safety monitoring and emergency management plans.
Leave to Commence Construction #7	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Construction interface management plan for MCW and GSS contracts; spillway and low level outlet gates designs.
Leave to Commence Construction #8	General arrangement drawings, design basis, construction implementation plan, construction schedule, quality management plan. Diversion Tunnel conversion plan, reservoir filling plan, reservoir shoreline monitoring plan.

#### 4.2 Requirements of the Technical Specifications for the Leaves to Commence Construction

The Technical Specifications set out Submittal requirements and the following is a list of Submittals that are related to the Leaves for Commencement of Construction, and that will be required by BC Hydro as part of an application for a Leave to Commence Construction. (This list is given for convenience of reference only and will not be interpreted as amending the requirements of the Technical Specifications.)

	<b>Submittal</b>	
	<b>Description</b>	<b>Specification Reference</b>
<b>Leave to Commence 1:</b>		
Right Bank Drainage Tunnel	<ol style="list-style-type: none"> <li>1. Proposed excavation procedures</li> <li>2. Dewatering Work</li> <li>3. Care of Water Inspection and Test Plan</li> </ol>	<ol style="list-style-type: none"> <li>1. 31 23 50 Clause 1.4.1</li> <li>2. 31 80 00 Clause 1.3.1</li> <li>3. 31 80 00 Clause 1.3.2</li> </ol>
Diversion Inlet Cofferdam	Design package and work plan	13 30 00 Clause 1.4.1.2
Diversion Outlet Cofferdam	Design package and work plan	13 30 00 Clause 1.4.1.2
RSEM Area R5b	Specific to Area R5b: <ol style="list-style-type: none"> <li>1. RSEM and Water Management Work Plan</li> <li>2. RSEM and Water Management Inspection and Test Plan</li> <li>3. Drawings and specifications</li> </ol>	<ol style="list-style-type: none"> <li>1. 13 40 00 Clause 1.4.1.2 and Clause 1.4.1.3</li> <li>2. 13 40 00 Clause 1.4.1.4</li> <li>3. 13 40 00 Clause 1.4.2</li> </ol>
Moberly River Construction Bridge	Design package	34 99 00 Clause 1.4.1
<b>Leave to Commence 2:</b>		
Left Bank Excavation, Left Bank Core Trench Excavation and Diversion Tunnel Portals	<ol style="list-style-type: none"> <li>1. Qualifications of Professional Engineer responsible for design of slopes by Contractor</li> <li>2. Blasting specialist</li> <li>3. Preliminary work plan</li> <li>4. Proposed methods for Foundation Preparation and Foundation Protection</li> <li>5. Dewatering Work</li> <li>6. Care of Water Inspection and Test Plan</li> </ol>	<ol style="list-style-type: none"> <li>1. 31 23 00 Clause 1.4.1</li> <li>2. 31 23 00 Clause 1.4.4.1</li> <li>3. 31 23 00 Clauses 1.4.4.3.1, 1.4.4.3.2 and 1.4.4.3.3</li> <li>4. This is information required prior to and in addition to the Submittals listed in 31 60 00 which can come later in accordance with the Specification</li> <li>5. 31 80 00 Clause 1.3.1</li> <li>6. 31 80 00 Clause 1.3.2</li> </ol>
Drilling, Grouting and Drainage	Partial draft of the Drilling and Grouting Plan	31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7
Diversion Tunnel and Left Bank Drainage Tunnel	<ol style="list-style-type: none"> <li>1. Proposed excavation procedures</li> <li>2. Dewatering Work</li> <li>3. Care of Water Inspection and Test Plan</li> </ol>	<ol style="list-style-type: none"> <li>1. 31 23 50 Clause 1.4.1</li> <li>2. 31 80 00 Clause 1.3.1</li> <li>3. 31 80 00 Clause 1.3.2</li> </ol>

RSEM Areas L5 and L6	Specific to Area L5 and L6: 1. RSEM and Water Management Work Plan 2. RSEM and Water Management Inspection and Test Plan 3. Drawings and specifications	1. 13 40 00 Clause 1.4.1.2 and Clause 1.4.1.3 2. 13 40 00 Clause 1.4.1.4 3. 13 40 00 Clause 1.4.2
Left Bank Stage 1 Cofferdams	Design package and work plan	13 30 00 Clause 1.4.1.2
Backfilling adits and test chamber	1. Inspection and Test Plan 2. Conceptual Exploratory Adit Backfill Plan	1. 31 40 01 Clause 1.4.1 2. 31 40 01 Clause 1.4.2
<b>Leave to Commence 3:</b>		
Approach Channel Excavation and RCC Buttress excavation	1. Qualifications of Professional Engineer responsible for design of slopes by Contractor 2. Blasting specialist 3. Preliminary work plan 4. Instrumentation Subcontractor 5. Schedule of instrumentation installation for the excavations 6. Work plan for instrumentation installation for the excavations 7. Proposed methods for Foundation Preparation and Foundation Protection 8. Dewatering Work 9. Care of Water Inspection and Test Plan	1. 31 23 00 Clause 1.4.1 2. 31 23 00 Clause 1.4.4.1 3. 31 23 00 Clauses 1.4.4.3.1, 1.4.4.3.2 and 1.4.4.3.3 4. 13 50 00 Clause 1.5.1 5. 13 50 00 Clause 1.5.2 6. 13 50 00 Clause 1.5.3 7. This is information required prior to and in addition to the Submittals listed in 31 60 00 which can come later in accordance with the Specification 8. 31 80 00 Clause 1.3.1 9. 31 80 00 Clause 1.3.2
Right Bank Stage 1 Cofferdam	Design package and work plan	13 30 00 Clause 1.4.1.2
Drilling, Grouting and Drainage	Partial draft of the Drilling and Grouting Plan	31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7
RSEM Areas R5a and R6	Specific to Area R5a and R6: 1. RSEM and Water Management Work Plan 2. RSEM and Water Management Inspection and Test Plan 3. Drawings and specifications	1. 13 40 00 Clause 1.4.1.2 and Clause 1.4.1.3 2. 13 40 00 Clause 1.4.1.4 3. 13 40 00 Clause 1.4.2
Backfilling Right Bank adits	1. Inspection and Test Plan 2. Conceptual Exploratory Adit Backfill Plan	1. 31 40 01 Clause 1.4.1 2. 31 40 01 Clause 1.4.2

<b>Leave To Commence 4:</b>		
RCC Buttress	No Contractor submittals anticipated other than the general requirements for EPPs, schedules work plans etc.	
<b>Leave to Commence #5:</b>		
Earthfill Dam and remainder of Approach Channel	<ol style="list-style-type: none"> <li>1. Geomembrane information</li> <li>2. Partial draft of the Drilling and Grouting Plan</li> <li>3. Method statement for Fill Construction</li> </ol>	<ol style="list-style-type: none"> <li>1. 31 32 20 Clauses 1.4.3.1 through 1.4.3.6</li> <li>2. 31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7</li> <li>3. 31 70 00 Clause 1.4.1</li> </ol>
<b>Leave to Commence #6:</b>		
Stage 2 Cofferdams	<ol style="list-style-type: none"> <li>1. Design package and Work Plan for Stage 2 Cofferdams</li> <li>2. Design package and Work Plan for River Closure</li> <li>3. Cofferdam Maintenance and Surveillance Plan</li> <li>4. Qualifications of Professional Engineers</li> </ol>	<ol style="list-style-type: none"> <li>1. 13 30 00 Clause 1.4.1.3</li> <li>2. 13 30 00 Clause 1.4.1.4</li> <li>3. 13 30 00 Clause 1.4.5</li> <li>4. 13 30 00 Clause 1.4.11</li> </ol>
Core Trench excavation	<ol style="list-style-type: none"> <li>1. Blasting specialist</li> <li>2. Preliminary work plan</li> <li>3. Proposed methods for Foundation Preparation and Foundation Protection</li> <li>4. Dewatering Work</li> <li>5. Care of Water Inspection and Test Plan</li> </ol>	<ol style="list-style-type: none"> <li>1. 31 23 00 Clause 1.4.4.1</li> <li>2. 31 23 00 Clauses 1.4.4.3.1, 1.4.4.3.2 and 1.4.4.3.3</li> <li>3. This is information required prior to and in addition to the Submittals listed in 31 60 00 which can come later in accordance with the Specification</li> <li>4. 31 80 00 Clause 1.3.1</li> <li>5. 31 80 00 Clause 1.3.2</li> </ol>
Drilling, Grouting and Drainage	Partial draft of the Drilling and Grouting Plan	31 40 00 Clauses 1.4.1.1, 1.4.1.5 and 1.4.1.7
<b>Leave to Commence #7:</b>		
Generating Station and Spillways	No MCW submittals anticipated as this work is not in MCW scope.	



<b>Leave to Commence #8:</b>		
Diversion Tunnel closure	<ol style="list-style-type: none"> <li>1. Work plan for Reservoir Filling</li> <li>2. Work plan for Tunnel Conversion</li> <li>3. Work plan for backfilling Diversion Tunnels</li> </ol>	<ol style="list-style-type: none"> <li>1. 13 30 00 Clause 1.4.7</li> <li>2. 13 30 00 Clause 1.4.8</li> <li>3. 13 30 00 Clause 1.4.9</li> </ol>
Diversion Closure Cofferdam	Design package and Work Plan	13 30 00 Clause 1.4.1.5

#### 4.3 Components of Leaves to Commence Construction

With the written consent of the Engineer and the Independent Engineer, component authorizations (each a “**Component Authorization**”) under a Leave to Commence Construction may be approved. The Contractor may request approval of a Component Authorization if there are schedule advantages.

### 5 TARGET DATES FOR ISSUANCE OF LEAVES TO COMMENCE CONSTRUCTION

#### 5.1 Complete Application

BC Hydro will not apply for a Leave to Commence Construction until after:

- (a) all authorizations required to be obtained by the Contractor for the parts of the Work covered by the Leave to Commence Construction have been obtained by the Contractor and copies of those authorizations have been submitted to BC Hydro; and
- (b) the Contractor has submitted all Proper Documentation applicable to the Leave to Commence Construction to the satisfaction of the Independent Engineer.

#### 5.2 Target Dates

The following will apply with respect to the dates for receipt of a Leave to Commence Construction:

- (a) BC Hydro will obtain Leave to Commence Construction #1 by April 1, 2016, provided that the Contractor has submitted the Proper Documentation required for the application for Leave to Commence Construction #1 to BC Hydro and the Independent Engineer on or before January 15, 2016; and
- (b) BC Hydro will obtain each subsequent Leave to Commence Construction within 75 calendar days of delivery to the Independent Engineer of the relevant Proper Documentation.

#### 5.3 On-Going Cooperation

As Work proceeds, the Independent Engineer and the Environmental Monitor may:

- (a) identify additional Submittals that the Independent Engineer will require for review; and
- (b) request additional coordination meetings at Site with the Design Engineer(s), the Construction Engineer, BC Hydro, the Environmental Monitor and the Contractor

and the Contractor will cooperate to provide such information and attend additional meetings.

The Engineer may not be satisfied with an application for Leave to Commence Construction, or a Component Authorization, notwithstanding the review of the Contractor's Submittals by BC Hydro and the Independent Engineer. The Contractor will provide any and all additional documents, data and information requested by the Engineer which may be required before the Engineer is prepared to grant a Leave to Commence Construction or Component Authorization.

The Contractor will fully cooperate with BC Hydro and the Independent Engineer in all aspects of the review and application process for each Leave to Commence Construction, including attending meetings with personnel from the office of the Comptroller of Water Rights and other Governmental Authorities. The Contractor will ensure that suitably qualified staff attend all such meetings as BC Hydro may require for the Contractor to properly explain the Contractor's Submittals and to support the application for the Leave to Commence Construction. At the discretion of the Engineer, such meetings may be in Victoria, Vancouver, or on Site.

## EXHIBIT 2-7-1

### Guide for Waterpower Projects

#### Scope of Information and Reports by the Independent Engineer

##### A. Preamble

[Name] (the “Licensee”) is proceeding with the construction of the [Name] Waterpower Project (the “Project”). The Project, located on [name of stream], is authorized by Conditional Water Licence [Number] (the “Licence”), which forms part of this document. The works of the Project are described under clause (h) of the licence.

The Licensee is required under clause (i) 1) of the Licence to retain an Independent Engineer who will provide information and reports under the direction of the Engineer under the *Water Act* (the “Engineer”) regarding the design and construction of the works. The Licensee is also required to retain an Environmental Monitor as set out in the Licence.

The information and reports to be provided by the Independent Engineer to the Engineer under the *Water Act*, and the Independent Engineer’s relationship with the Licensee, Design Engineer, Construction Engineer and Environmental Monitor are described in this document.

##### B. Regulation of the Construction of Works

The Engineer has the power to regulate the construction of works, which regulation may consider the following:

1. The criteria for the design and construction of works to protect the public and the environment.
2. The criteria for the operation of the works to protect the interests of licensees, riparian owners and owners of land adjacent to the works, and protect the environment from adverse effects.
3. The construction activities that may adversely affect the public, the environment and the interests of licensees, riparian owners and owners of land adjacent to the works.

If the Engineer has determined that the construction of works may be hazardous to the public and the environment, or the interests of licensees, riparian owners and owners of land adjacent to the works may be adversely affected, the Engineer may issue an order that directs the Licensee to change the manner in which the works are constructed to remove the hazard and adverse effect.

### C. Information and Reports

The Licensee is required under clause (i) of the Licence to submit to the Engineer the following:

- a. plans that show the general arrangement of the works;
- b. criteria for the design of the works;
- c. criteria for the operation of the works;
- d. a schedule for the construction of the works;
- e. an environmental management plan (EMP) for the management and mitigation of construction impacts.

The Licensee is also required under clause (j) to ensure that the design drawings for the works to be constructed are signed and sealed by a professional engineer registered in the province of British Columbia (the “**Design Engineer**”).

These submissions by the licensee are the basis for the regulation of the construction of the works.

The Independent Engineer is directed to review the submissions and provide the Engineer with reports as follows:

1. Compare the plans showing the general arrangement of the works to the works described by the Licence and describe any differences.
2. Assess the criteria for the design of the works to determine if works constructed to these criteria will be a hazard to the public and the environment.
3. Assess the criteria for the operation of the works to determine if works operated to these criteria will protect the interests of licensees, riparian owners and owners of land adjacent to the works, and protect the environment from adverse impacts.
4. Assess the schedule for the construction of the works to determine if there are any practical matters in relation to the conditions in the Licence and the EMP; and the interests of the public, licensees, riparian owners and owners of land adjacent to the works that the Engineer should consider in the regulation of the works.
5. Assess the design drawings for the construction of the works to determine if they are in accordance with the criteria for the design and operation of the works, and they are signed and sealed by the Design Engineer.
6. Assess the schedule for the construction of the works and the design drawings for the construction of the works to determine the frequency of the submission by the Licensee of the reports on the progress of construction.
7. Review the reports submitted by the Licensee on the progress of the construction of the works to determine if any of the construction activities should be adjusted to reduce the future hazard posed by the works on the public and the environment.
8. Summarize any outstanding matters that would make the works a hazard to the public and the environment when the Licensee submits a schedule for testing the works.

The Independent Engineer will prepare a recommendation report for the Engineer on the review of items 1) to 4) above for the issuance of Leave to Commence Construction.

The Independent Engineer will prepare a recommendation report for the Engineer, copy to the Licensee, Design Engineer and the Construction Engineer, on the review of items 5) and 6) if the actual construction of a particular component of the project may proceed.

The Engineer may direct the Independent Engineer to provide additional information and reports as may be required for the regulation of the construction of the works.

The Independent Engineer will discuss and clarify with the Design Engineer and the Construction Engineer any matters that may need further action. If the Independent Engineer is unable to resolve such matters, the Independent Engineer must immediately notify the Engineer. The Engineer will contact the Licensee, and resolve the matter.

#### **D. Environmental Monitor**

The Licensee is required to retain a person (the “Environmental Monitor”) to observe and report on the activities of constructing the works in relation to the requirements under the environmental management plan (the “EMP”). The Independent Engineer will be provided a copy of the report by the Environmental Monitor.

The Independent Engineer will review the reports by the Environmental Monitor and advise the Engineer in a written report if the construction activities are adversely affecting the environment and the interests of licensees, riparian owners and owners of land adjacent to the works.

The Independent Engineer and the Environmental Monitor will communicate with each other during the construction of the works to coordinate their activities to provide information to the Engineer for proper regulation of the construction of the works.

#### **E. Leave to Commence Construction**

The Licensee may divide the construction of the works into phases. Before the Engineer grants leave to commence construction of any phase of the works, the Engineer must be satisfied that the Licensee has met the requirements under clause (i) of the licence.

The Independent Engineer will provide the Engineer with information and reports as set out in Section C. above for each phase in the construction of the works. The information and reports are to be provided in a timely manner in accordance with the schedule for the construction of the works.

Based on information submitted by the Independent Engineer, the Engineer may issue a leave to commence construction for a particular phase of the project, subject to the Independent Engineer reviewing design drawings and giving consent for construction to proceed.

#### **F. Undertaking and Monitoring of Construction**

The Independent Engineer will review the design drawings for the construction of the works, and prepare a report as set out in Section C before giving consent that construction may be undertaken. The Independent Engineer will identify in the report to the Engineer the components within each phase of the construction of the works that are critical for regulating the construction of the works to protect the public and the environment, and the interests of

licensees, riparian owners and owners of land adjacent to the works, and protect the environment from adverse effects. A cover letter, with a copy to the Licensee, Design Engineer and the Construction Engineer, would make recommendation if construction of that particular component of works may be undertaken, and this would be sufficient for the Construction Engineer to proceed with construction.

The Independent Engineer will schedule site inspections to verify that the conditions for the construction of the critical components are in accordance with the construction plans, and provide the Engineer with a report on the outcome of the inspection.

**G. Testing the Operation**

The Independent Engineer will monitor the testing of the operation of the works to determine if the operation poses a hazard to the public and the environment, and submit to the Engineer a report on the outcome of the monitoring.

**H. Acceptance**

The information and reports to be provided by the Independent Engineer to the Engineer as set out above is acceptable to:

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Independent Engineer

AND

The Licensee agrees to retain the Independent Engineer to provide the information and reports to the Engineer as set out above.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Licensee

## EXHIBIT 2-7-2

### Guide for Waterpower Projects

#### Scope of Information and Reports by the Environmental Monitor

##### A. Preamble

[Name] (the "Licensee") is proceeding with the construction of the [Name] Waterpower Project (the "Project"). The Project, located on [name of stream], is authorized by Conditional Water Licence [Number] (the "Licence"), which forms part of this document. The works of the Project are described under clause (h) of the licence.

The Licensee is required under clause (i) 3) of the Licence to prepare an environmental management plan (the "EMP") for the management and mitigation of construction impacts, which plan is to be to the satisfaction of the Engineer under the *Water Act* (the "Engineer").

The Licensee is required under clause (i) 2) of the Licence to retain a person with professional qualifications (the "Environmental Monitor") who will monitor environmental impacts from the construction of works. The monitor will also provide information and reports under the direction of the Engineer on compliance of the construction with the EMP. The Licensee is also required to retain an Independent Engineer as set out in the Licence.

The EMP are the provisions that meet the collective requirements of **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer under the *Water Act* (the "Engineer") to mitigate the effects of the construction activities.

The information and reports by the Environmental Monitor will be provided to **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer. Each agency will take action on the information and reports provided by the Environmental Monitor in accordance with the jurisdiction of the agency.

##### B. Regulation of the Construction of Works

The Engineer has the power to regulate the construction of works, which regulation may consider the construction activities that may adversely affect the public, the environment and the interests of licensees, riparian owners and owners of land adjacent to the works.

If the Engineer has determined that the construction activities may be hazardous to the interests of licensees, riparian owners and owners of land adjacent to the works and the environment, the Engineer may issue an order that directs the Licensee to change the manner in which the works are constructed to remove the hazardous condition.

##### C. Information and Reports

The Environmental Monitor is responsible for observing the methods of construction and preparing information and reports on the compliance of the construction activities with the EMP.

The information and the reports to be provided by the Environmental Monitor to **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer and must include the following:

1. Review the EMP and develop a work plan that sets out the following:
  - The frequency of inspecting the construction activities.
  - The manner in which notice is to be given to the parties for a construction activity that is not in compliance with the EMP.
  - A process for escalating enforcement of compliance of construction activities with the EMP.
  - The format and frequency for the preparation of reports on the compliance of the construction activities with the EMP.
2. Reports on meetings with the Licensee and the Construction Engineer to develop a strategy to communicate to the workers on the construction site the following:
  - the requirements of the EMP,
  - the potential environmental impacts, and
  - the authority of the Environmental Monitor.
3. Reports on matters that arise during the construction and testing of the works that are not described in the EMP. If cannot be resolved by discussion with the licensee and the Construction Engineer, obtain direction from the Engineer and **(list the provincial and federal agencies that contributed to the development of the EMP)** for the mitigation of these matters.
4. Provide any other information or advice required by the Engineer and **(list the provincial and federal agencies that contributed to the development of the EMP)** that is required to ensure that the construction and commissioning of the works is in accordance with the EMP.

#### **D. Independent Engineer**

The Licensee is required under clause (i) 1) of the Licence to retain an Independent Engineer who will provide information and reports under the direction of the Engineer regarding the design and construction of the works.

The Independent Engineer and the Environmental Monitor will communicate with each other during the construction of the works to coordinate their activities to provide information to the Engineer for proper regulation of the construction of the works.

#### **E. Delegation of Duties of Environmental Monitor**

When the Environmental Monitor is unable to personally observe and report on the construction activities, the persons who have the same authority as the Environmental Monitor to observe and report on construction activities are:



- 1. Name 1
- 2. Name 2

**F. Testing the Operation**

When the Licensee submits a schedule for testing the operation of the works, the Environmental Monitor will inspect the site and report to **(list the provincial and federal agencies that contributed to the development of the EMP)** and the Engineer on any matters that would make the works a hazard to the public and the environment.

The Environmental Monitor will observe the testing of the operation of the works to determine if the operation poses a hazard to the public and the environment, and submit to the Engineer a report on the outcome of the monitoring.

**G. Authority to Stop Construction Activities**

The plan prepared by the Environmental Monitor for escalating the enforcement of compliance of construction activities with the EMP includes a provision that the Environmental Monitor may direct the Construction Engineer to stop a construction activity.

The authority of the Environmental Monitor to stop a construction activity pertains only to those matters under the jurisdiction of **(list the provincial and federal agencies that contributed to the development of the EMP)**.

An order to stop a construction activity that affects the interests of licensees, riparian owners and owners of land adjacent to the works may only be given by the Engineer.

**H. Acceptance**

The information and reports to be provided by the Environmental Monitor to the Engineer as set out above is acceptable to:

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Environmental Monitor

AND

The Licensee agrees to retain the Environmental Monitor to provide the information and reports to the Engineer set out above.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Licensee

# MAIN CIVIL WORKS CONTRACT

## APPENDIX 2-8

### SHAREPOINT TECHNICAL REQUIREMENTS FOR CONTRACTORS

#### 1 TECHNICAL REQUIREMENTS

The Contractor should have Internet Explorer 8, 32-bit in order to properly use all the functionality on the Site C Document Control SharePoint site. Other browser versions may be only partially supported or not supported at all.

#### 2 DOCUMENT LIBRARY ORGANIZATION

Within the SharePoint site, there will be one document transfer library.

#### 3 UPLOADING TO SHAREPOINT

In uploading a Contract Record to the SharePoint site, the Contractor will:

- (a) create a document set in the document transfer library specifically for that Contract Record;
- (b) for Submittals, enter in the “Name” field for that document set the submission date for that Submittal and a reference number for that Submittal, in the format: PRH01-[five-digit sequential reference number]; and
- (c) for Administrative Correspondence, enter in the “Name” field for that document set the submission date for that Submittal and the document type of that Administrative Correspondence (e.g. letter, memo, invoice etc.), in the format: PRH01-[document type].

#### 4 DOCUMENT NAMING

Names should be kept as short as possible, keeping in mind the 256 character (URL) limit.

Do not use the following characters anywhere in the file or folder name:

Tilde ~	Plus sign +
Angle brackets < >	Asterisk *
Number sign #	Pipe
Question mark ?	Braces { }
Percent %	Quotation mark “
Slash /	Backslash \
Ampersand &	Colon :

Do not use the period character (.) consecutively in the middle of a file name.

Do not use the period character (.) at the end of a file name.

Do not start a file name by using the period character (.).

Do not start a file or folder name using the underscore (\_) character.

## **5 FILE SIZE LIMITATIONS**

There is a maximum upload file size of 50 MB per file when using the “Explorer View” function.

There is a maximum upload file size of 2 GB per file when using the “Upload Document” function.

## **6 FILE TYPE LIMITATIONS**

The following file extensions cannot be uploaded into a BC Hydro SharePoint library and files having any such file extensions should be submitted in accordance with Section 7 of this Appendix 2-8 [SharePoint Technical Requirements for Contractors]:

ade	cmd	hlp	lnk	mda	msp	psc1	stm
adp	cnt	hpj	mad	mde	mst	psc2	svc
app	com	hta	maf	mdt	ops	pst	url
asa	config	htr	mag	mdw	pcd	reg	vb
ashx	cpl	htw	mam	mdz	pif	rem	vbe
asmx	crt	ida	maq	msc	pl	scf	vbs
asp	cshtml	idc	mar	msh	prf	scr	ws
bas	der	idq	mas	msh1	prg	sct	wsc
bat	dll	ins	mat	msh1xml	printer	shb	wsf
cdx	exe	isp	mau	msh2	ps1	shs	wsh
cer	fxp	its	mav	msh2xml	ps1xml	shtm	
chm	gadget	jse	maw	mshxml	ps2	shtml	
class	grp	ksh	mcf	msi	ps2xml	soap	

## **7 ALTERNATIVE OPTIONS FOR SUBMITTING DOCUMENTS**

If the files being submitted by the Contractor are not compatible with the technical specifications for the SharePoint site (e.g., too large, unsupported file format) one of the following methods should be used to submit:

- (a) USB key sent via courier; or
- (b) solid state hard drive sent via courier.