

**MAIN CIVIL WORKS CONTRACT**

**SCHEDULE 5**

**SUBMITTALS PROCEDURE**

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**APPENDIX 5-1            FORM OF SUBMITTAL SCHEDULE**

# MAIN CIVIL WORKS CONTRACT

## SCHEDULE 5

### SUBMITTALS PROCEDURE

#### 1 INTERPRETATION

##### 1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### 1.2 Interpretation

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

## 2 GENERAL

### 2.1 Submittals

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

For certainty, a Submittal does not include Administrative Correspondence.

### 2.2 Submittal Content

A Submittal:

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

### 2.3 Submittal Requirements

The Contractor will, as the context may require including any specific requirements as may be in the Contract Documents, comply with the following:

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

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

## 2.4 Re-Submittals

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

## 2.5 Delivery of Submittals by Contractor

The Contractor will deliver Submittals as follows:

- (a) except as may be expressly directed or permitted otherwise in the Contract Documents, the Contractor will submit all Submittals to Hydro's Representative by way of delivery of the Submittal, including all Submittal Items, electronically to Site C Document Control as described in Section 2.1 of Schedule 2 [General Conditions], and no Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the Submittal or related correspondence is so delivered to Site C Document Control;
- (b) for the purposes of the delivery of a Submittal electronically under Section 2.5(a) of this Schedule 5 [Submittals Procedure], Section 5.2 of the Agreement will apply; and
- (c) within 14 days of a written request from Hydro's Representative, the Contractor will deliver to Hydro's Representative two hardcopies of the Submittal.

## 2.6 Submittal Schedule

The Contractor will:

- (a) submit to Hydro's Representative for Review within 90 days after the Effective Date a Submittal Schedule (a "**Submittal Schedule**") in the form attached as Appendix 5-1 to this Schedule 5 [Submittals Procedure] listing:
  - (i) all Submittals required to be submitted to BC Hydro under the Contract Documents;
  - (ii) for each Submittal, the Contractor's document number;
  - (iii) for each Submittal, a reference to the relevant section of the Contract Documents under which the Submittal is required to be submitted;
  - (iv) the designation of each Submittal (For Information Only, for Review, or for Consent) as set out in the Contract Documents;
  - (v) the scheduled date of submission for each Submittal; and
- (b) provide in the Submittal Schedule (including in any amendment to the Submittal Schedule as required under the Contract Documents):
  - (i) the submission of Submittals in a sequence in accordance with the requirements of the Contract Documents;
  - (ii) a minimum of:
    - (A) 21 days for consideration by Hydro's Representative of each Submittal to be submitted for Review; and
    - (B) 30 days for consideration by Hydro's Representative of each Submittal to be submitted for Consent,

in each case taking into account as applicable from time to time the volume and complexity of the Submittals and the resources reasonably necessary to consider such Submittals;

- (c) provide the Submittal Schedule in Excel [.xlsx] format; and
- (d) update the Contractor's Submittal Schedule to include the assigned BC Hydro Document Numbers upon receipt of the assigned numbers from BC Hydro.

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

## 2.7 Submittal Schedule Updates

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

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

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

## 3 SUBMITTAL ENDORSEMENTS

### 3.1 Review and Consent Endorsements

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

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

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

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

### 3.2 Delivery of Endorsed Submissions by BC Hydro

Where Hydro's Representative is required by the Contract Documents to deliver a Submittal containing an endorsement to the Contractor, Hydro's Representative will deliver the Submittal to the Contractor as follows:

- (a) except as may be expressly directed or permitted otherwise in the Contract Documents, Hydro's Representative will submit all Submittals to the Contractor by way of delivery of the Submittal electronically to Site C Document Control, as described in Section 2.1 of Schedule 2 [General Conditions], and no Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the Submittal or related correspondence is so delivered to Site C Document Control; and
- (b) for the purposes of the delivery of a Submittal electronically under Section 3.2(a) of this Schedule 5 [Submittals Procedure], Section 5.2 of the Agreement will apply.

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

### 3.3 Disputes Regarding a Submittal

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

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

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

If a Submittal submitted by the Contractor is made up of more than one Submittal Item and the Contractor disputes Hydro's Representative's interpretation of the Contract Documents with respect to a "Proceed Except As Noted and Re-Submit" endorsement, a "Do Not Proceed - Re-Submit as Noted" endorsement,

or a “Rejected” endorsement on that Submittal Item delivered by Hydro’s Representative under this Schedule 5 [Submittals Procedure], then the Contractor’s Representative may refer the dispute to the Dispute Resolution Procedure in accordance with this Section 3.3 as if that Submittal Item was a Submittal.

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

##### **4.1 Review**

The following procedure (collectively, “**Review**”) will apply where the Contract Documents require that a Submittal is to be submitted for BC Hydro’s Review:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];
- (b) Hydro’s Representative will within 21 days (or such other period as may be specified in the Contract Documents) of receipt of the Submittal return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one of the four endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure];
- (c) subject to Section 5.1 of this Schedule 5 [Submittals Procedure], if Hydro’s Representative fails to return any Submittal or Submittal Item duly endorsed as described by Section 3.1 of this Schedule 5 [Submittals Procedure] within the time set out in Section 4.1(b) of this Schedule 5 [Submittals Procedure], that Submittal, or Submittal Item as the case may be, will be deemed to have been endorsed “Accepted” by BC Hydro and the Contractor will mark one copy of the Submittal or Submittal Item “Deemed Accepted” and deliver it to Hydro’s Representative in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure], and the Submittal or Submittal Item will thereafter be deemed to have been endorsed “Accepted”;
- (d) subject to Section 3.3 of this Schedule 5 [Submittals Procedure], the Contractor will comply with the direction of an endorsement as described in Section 3.1 of this Schedule 5 [Submittals Procedure],

and, for certainty:

- (e) the Contractor will promptly deliver to Hydro’s Representative for Review electronic copies of all Submittals that pursuant to the endorsements have been modified by the Contractor for Review; and
- (f) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro’s Representative under Section 3.1(b), Section 3.1(c) or Section 3.1(d) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract Documents to be re-submitted for Review, the Contractor will not proceed with any such Work prior to Hydro’s Representative returning that Submittal endorsed “Accepted”.

##### **4.2 Consent**

The following procedure (collectively, “**Consent**”) will apply where the Contract Documents require that a Submittal is to be submitted for BC Hydro’s Consent:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];



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

and, for certainty:

- (e) the Contractor will promptly deliver to Hydro's Representative for Consent electronic copies of all Submittals that pursuant to the endorsements have been modified by the Contractor for Consent;
- (f) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(b), Section 3.1(c) or Section 3.1(d) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract Documents to be re-submitted for Consent the Contractor will not proceed with any such Work prior to Hydro's Representative returning that Submittal endorsed "Accepted"; and
- (g) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed "Rejected" pursuant to Section 4.2(c) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract Documents to be re-submitted for Consent, BC Hydro will within 14 days of receipt of such re-submitted Submittal return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one of the four endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure], and the remainder of Section 4.2 of this Schedule 5 [Submittals Procedure] will apply to such re-submitted Submittal.

#### 4.3 Submittals Deemed for Review

Every Submittal will be deemed to be submitted to BC Hydro for Review except as expressly required otherwise in the Contract Documents.

## 5 GENERAL TERMS

### 5.1 General Grounds for Objection or Rejection

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

- (a) the Submittal:
  - (i) does not comply with, does not conform to, conflicts with, or is inconsistent with the requirements of the Contract Documents;

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

## 5.2 Request for Further Information

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

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

## 5.3 Right to Require Work to be Corrected

If the Contractor proceeds with a portion of the Work that is specifically the subject of a Submittal, including without limitation any subsequent design, fabrication, assembly, construction or installation, prior to receiving an endorsement or deemed endorsement indicating that BC Hydro has no objection to such Work, then Hydro’s Representative may:

- (a) direct the Contractor to uncover or disassemble and make good such Work at the Contractor’s sole cost and expense and the provisions of Section 3.16(k) of Schedule 2 [General Conditions] will apply; or
- (b) direct the Contractor to make changes to the design or completed fabrication, assembly, construction or installation to the extent permitted under the Contract and make good such Work at the Contractor’s sole cost and expense and the provisions of Section 3.16(k) of Schedule 2 [General Conditions] will apply.

#### 5.4 Review and Consent no Waiver

Except as may be expressly set out otherwise in the Contract Documents, nothing in Hydro's Review or Consent will:

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

#### 5.5 Changes

With respect to Hydro's Review and Consent:

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