

**SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT**

**SCHEDULE 2**

**DESIGN AND CONSTRUCTION PROTOCOLS**

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# SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

## SCHEDULE 2

### DESIGN AND CONSTRUCTION PROTOCOLS

#### 1 INTERPRETATION

##### 1.1 Definitions

In this Schedule 2 [Design and Construction Protocols], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

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

“**Apprentices Policy**” has the meaning set out in Section 7.24 of this Schedule 2 [Design and Construction Protocols];

“**Background Check**” has the meaning set out in Section 6.18(b)(ii) of this Schedule 2 [Design and Construction Protocols];

“**BC Hydro Delay**” has the meaning set out in Section 11.1 of this Schedule 2 [Design and Construction Protocols];

“**Confidential Information**” has the meaning set out in Section 19.1 of this Schedule 2 [Design and Construction Protocols];

“**Consequential Damages**” has the meaning set out in Section 23.2 of this Schedule 2 [Design and Construction Protocols];

“**Contract Records**” has the meaning set out in Section 2.1(a) of this Schedule 2 [Design and Construction Protocols];

“**Contractor Delay**” has the meaning set out in Section 11.2 of this Schedule 2 [Design and Construction Protocols];

“**Contractor’s Daily 72 Hour Confirmation**” has the meaning set out in Section 8.5(b) of this Schedule 2 [Design and Construction Protocols];

“**Default Costs**” has the meaning set out in Section 13.3(c)(i) of this Schedule 2 [Design and Construction Protocols];

“**Document**” has the meaning set out in Section 2.1(b) of this Schedule 2 [Design and Construction Protocols];

“**Document Number**” has the meaning set out in Section 2.1(c) of this Schedule 2 [Design and Construction Protocols];

“**Force Majeure**” has the meaning set out in Section 11.4 of this Schedule 2 [Design and Construction Protocols];

“**Guest**” has the meaning set out in Section 8.4 of this Schedule 2 [Design and Construction Protocols];

**“Hazardous Materials and Hazardous Substances Procedures”** has the meaning set out in Section 17.10 of this Schedule 2 [Design and Construction Protocols];

**“Indemnified Parties”** has the meaning set out in Section 22.1 of this Schedule 2 [Design and Construction Protocols];

**“Indemnified Party”** has the meaning set out in Section 22.1 of this Schedule 2 [Design and Construction Protocols];

**“Installation Work”** has the meaning set out in Section 4.1 of this Schedule 2 [Design and Construction Protocols];

**“Issued for Construction”** has the meaning set out in Section 6.33 of this Schedule 2 [Design and Construction Protocol];

**“Labour Disruption”** has the meaning set out in Section 7.4(b) of this Schedule 2 [Design and Construction Protocols];

**“Project Delay”** has the meaning set out in Section 11.6 of this Schedule 2 [Design and Construction Protocols];

**“Replacement Work”** has the meaning set out in Section 28.3 of this Schedule 2 [Design and Construction Protocols];

**“Security Plan”** has the meaning set out in Section 6.15 of this Schedule 2 [Design and Construction Protocols];

**“Security Sensitive Work”** has the meaning set out in Section 6.18(a) of this Schedule 2 [Design and Construction Protocols];

**“Site C Document Control”** has the meaning set out in Section 2.1 of this Schedule 2 [Design and Construction Protocols];

**“SSW Request”** has the meaning set out in Section 6.18(m) of this Schedule 2 [Design and Construction Protocols];

**“Subcontractor”** has the meaning set out in Section 6.27 of this Schedule 2 [Design and Construction Protocols];

**“Supply and Delivery Work”** has the meaning set out in Section 3.1 of this Schedule 2 [Design and Construction Protocols];

**“Temporary Foreign Workers”** has the meaning set out in Section 7.19(b)(v) of this Schedule 2 [Design and Construction Protocols];

**“Testing and Commissioning Work”** has the meaning set out in Section 5.1 of this Schedule 2 [Design and Construction Protocols];

**“Transmittal”** has the meaning set out in Section 2.1(e) of this Schedule 2 [Design and Construction Protocols];

**“Worker Accommodation Area”** has the meaning set out in Section 8.1 of this Schedule 2 [Design and Construction Protocols];

**“Worker Accommodation Facility”** has the meaning set out in Section 8.1 of this Schedule 2 [Design and Construction Protocols]; and

**“Worker Accommodation Operator”** has the meaning set out in Section 8.1 of this Schedule 2 [Design and Construction Protocols].

## **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 2-5 [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 [Design and Construction Protocols]:
    - (A) the Contractor may, prior to delivering the Submittal containing that Document in accordance with Section 2.1(a) of this Schedule 2 [Design and Construction Protocols], 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 [Design and Construction Protocols], after which BC Hydro will assign a Document Number to that Document;
- (d) without limiting Appendix 2-5 [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; and
- (e) a party that delivers a Contract Record in accordance with Section 2.1(a) of this Schedule 2 [Design and Construction Protocols] 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 [Design and Construction Protocols], that party will deliver a copy of the Transmittal in respect of that Contract Record electronically to the receiving party's Representative.

**3 DESIGN, SUPPLY AND DELIVERY WORK**

3.1 Performance of the Design, Supply and Delivery Work

The Contractor will be responsible for the complete design, supply and delivery of the Equipment in accordance with the Contract Documents (the "**Supply and Delivery Work**").

3.2 Quality of Equipment

The Contractor warrants that the Equipment furnished by or on behalf of the Contractor will be:

- (a) new and of recent manufacture;
- (b) first quality;
- (c) if and to the extent equipment and materials are not specified in the Contract Documents, fit for their intended purposes;
- (d) compatible with the Powerhouse in accordance with the Contract Documents;
- (e) free from design defects, faults and faulty operation, including latent defects;
- (f) compliant with the Contract Documents, including the specifications set out in Schedule 6 [Specifications and Drawings] and Schedule 8 [Quality Management]; and
- (g) compliant with all Laws and Permits.

■ [REDACTED]

[REDACTED]

3.4 Signed and Sealed Drawings

Without limiting Appendix 6-1 [General Specifications], all design drawings will be signed and sealed by the responsible registered Professional Engineer as required by Laws or by Good Industry Practice such that all professional engineering included in all aspects of the design of the Equipment is so signed and sealed.

### 3.5 Additional Design Considerations

In addition to other requirements of the Contract, the Contractor will undertake and perform design so that such design:

- (a) 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 the design, as of the date of the Contract, and the Contractor will appoint a design team that:
  - (i) is so qualified;
  - (ii) includes (as required by applicable Law or Good Industry Practice) licensed or registered Professional Engineers; and
  - (iii) has sufficient expertise and experience to expeditiously and efficiently perform all of the design in a proper and professional manner to the standard set out in the Contract;
- (b) includes specific consideration of “constructability”, “operability” and “life cycle” cost issues at all phases of design, as appropriate; and
- (c) includes consideration of safety by design (included in Schedule 6 [Specifications and Drawings]), as well as safe, efficient and cost-effective operation and maintenance.

### 3.6 Import

The Contractor will be the importer of record and will pay GST, customs duties, fees, licenses and permits arising from or relating to the importation into Canada of Equipment and materials required for the performance of the Work.

The Contractor will, subject to available exemptions, pay or self-assess the PST, sales taxes, fees, licenses and permits arising from or relating to the importation into Canada and British Columbia of Equipment and materials required for the performance of the Work.

With respect to such importing:

- (a) Copies of Documents: If requested by BC Hydro, the Contractor will provide Hydro’s Representative with copies of all documents relating to or arising out of the import of Equipment and materials for the performance of Work under the Contract.
- (b) Duty Refund: If following the execution of the Contract the amount of duties payable with respect to importation of Equipment and materials into Canada is amended so that a refund of customs duty may be available to the Contractor, BC Hydro may at its election research the matter, at no cost to the Contractor, to determine if a refund is available. If a customs duty refund is available BC Hydro then will present its findings to the Contractor and provide the required documentation and forms to facilitate the refund, and the Contractor will cooperate using reasonable commercial efforts to obtain the refund. If a customs duty refund is paid to the Contractor following a review by BC Hydro under Section 3.6 of this Schedule 2 [Design and Construction Protocols], then the Contractor will immediately pay 90% of the refund amount to BC Hydro.

### 3.7 Delivery

The Contractor will deliver the Equipment “Delivery Duty Paid” to the Site, as per Incoterms 2010 ICC Publication No. 715. The Contractor also will be responsible for unloading the Equipment at the Site and transporting the Equipment to the Powerhouse. For clarity, title to, and risk of loss of, all the Equipment

will pass to BC Hydro solely in accordance with the terms of Sections 3.10 and 3.11 of this Schedule 2 [Design and Construction Protocols].

### 3.8 Right to Reject Equipment

Without limiting the provisions of Section 24 of this Schedule 2 [Design and Construction Protocols], BC Hydro may reject any Equipment that is not in accordance with the Contract, including because the Equipment does not meet the requirements of Schedule 6 [Specifications and Drawings], or because of damage to the Equipment resulting from improper packing, transportation or otherwise. BC Hydro will notify the Contractor in writing of the rejection of any of the Equipment. The Contractor will take all necessary steps to supply Equipment that is in accordance with the Contract. Any costs or expenses incurred by BC Hydro on account of any rejected Equipment will, upon written demand by BC Hydro, be immediately due and payable by the Contractor, and BC Hydro may set-off such costs and expenses against any payment owing by BC Hydro to the Contractor.

### 3.9 Marketable Title

The Contractor warrants that it has or will at the time of the transfer of title as described in Section 3.10 of this Schedule 2 [Design and Construction Protocols] have good and marketable title to the Equipment, free and clear of any and all liens, restrictions, reservations or Claims of any kind and that it will defend BC Hydro's title to the Equipment.

### 3.10 Transfer of Title

Title and all other property rights in and to all tangible personal property, and to all parts of tangible personal property that are or are intended to be part of the Equipment, but not the risk of loss with respect to such tangible personal property the risk of which will remain with the Contractor until such time as specified in Section 3.11 of this Schedule 2 [Design and Construction Protocols], will pass to BC Hydro free and clear of all encumbrances at the earlier of the following:

- (a) the time, if any, when payment is made by BC Hydro for specified tangible personal property; and
- (b) the time when the tangible personal property is installed in its final location as described by the Contract Documents.

### 3.11 Risk of Loss

Notwithstanding the transfer of title pursuant to Section 3.10 of this Schedule 2 [Design and Construction Protocols], risk of loss with respect to the Equipment will remain with the Contractor and will not transfer to BC Hydro unless and until the earlier of:

- (a) BC Hydro commences Commercial Operations of a Unit under Section 5.4 of this Schedule 2 [Design and Construction Protocols], with respect to the Equipment comprising the Unit;
- (b) BC Hydro issues a certificate of Single Unit Substantial Completion with respect to the Equipment comprising such Unit; or
- (c) BC Hydro issues a certificate of Total Completion.

## **4 INSTALLATION WORK**

### **4.1 Performance of Installation Work**

The Contractor will as part of the Work deliver the Equipment to the Site and install the Equipment in its permanent location at the Site, and connect the Equipment as described and required by the Contract Documents, including Schedule 6 [Specifications and Drawings] (collectively the “**Installation Work**”).

### **4.2 Coordination with Others**

As part of the Installation Work, and in accordance with Good Industry Practice, the Contractor will coordinate the Installation Work with work at the Site being performed by Others, including construction of the Powerhouse, so that Project as a whole, including the Installation Work, can be constructed in an efficient and cost-effective manner. Accordingly, the Contractor will plan and perform the Work so that work on and around a Unit can be performed by the Contractor and Others concurrently, when it is safe and reasonable to do so. Notwithstanding any other provision of the Contract, the Contractor will not have exclusive access to a Unit or the area around a Unit while a Unit is being installed unless the Contractor can demonstrate that work being performed by Others would create an unsafe environment or prevent the Contractor from completing its Work in an efficient and timely manner.

### **4.3 Control of Installation Work**

Except as expressly set out otherwise in the Contract Documents, the Contractor will:

- (a) have complete control of the Installation Work and will effectively direct and supervise the Installation 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 Installation Work.

### **4.4 Design of Installation**

The Contractor will be responsible for the complete design of the Installation Work.

## **5 TESTING AND COMMISSIONING WORK**

### **5.1 Performance of the Testing and Commissioning Work**

The Contractor will test and commission the Equipment and any other equipment and materials described in Schedule 6 [Specifications and Drawings] (whether or not such other equipment and materials are supplied by the Contractor), all in accordance with the Contract Documents (the “**Testing and Commissioning Work**”). The testing and commissioning of the Equipment will be performed separately on each Unit.

### **5.2 Training**

The Contractor will provide all training and related services as required under the Contract, including as set out in Schedule 6 [Specifications and Drawings]. BC Hydro will determine which of its staff will receive such training.

### **5.3 Manuals and Specifications and Drawings**

The Contractor will provide all manuals, specifications and drawings as required under the Contract, including as set out in Schedule 6 [Specifications and Drawings].

#### 5.4 Early Commercial Operation

BC Hydro may, with the consent of the Contractor, such consent not to be unreasonably withheld or denied, use or place into Commercial Operation any of the Units at any time before a certificate of Single Unit Substantial Completion is issued with respect to the Unit if Hydro's Representative considers such Unit capable of being so used or placed into Commercial Operation. Such early Commercial Operation of a Unit will not, unless and to the extent that Hydro's Representative and the Contractor agree otherwise in writing, be construed as total completion of the Unit.

### 6 EXECUTION OF THE WORK

#### 6.1 Control of Work

Except as expressly set out otherwise in the Contract Documents, including Section 6.33 of this Schedule 2 [Design and Construction Protocols], 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.

#### 6.2 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, other governmental requirements, work practices and procedures, and specifications, applies to the performance of the Work, then the strictest of such will apply.

#### 6.3 Site Conditions

The Contractor is deemed to have examined the Site and the related local conditions and to be knowledgeable of the Site 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, Site access, local weather, availability of labour, equipment and materials and any other matters relevant to the Work, but not including geotechnical or subsurface conditions. 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. The provisions of this Section 6.3 do not apply to conditions at the Site that do not exist as of the time of the execution of this Contract.

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 competitive proposal for the performance of the Work to BC Hydro, the Contractor will be entitled to claim a Change pursuant to the provisions of Schedule 12 [Changes].

#### 6.4 Permits

BC Hydro has obtained, or will obtain, the Project Related Permits. The Contractor will, as part of the Work, provide all assistance reasonably requested by BC Hydro to obtain all Project Related Permits. BC Hydro will provide a copy of each Project Related Permit to the Contractor through the electronic data site described in Section 6.35 of Schedule 2 [Design and Construction Protocols]. Notwithstanding any other provision of the Contract Documents, in no event will the Contractor be liable for complying with a Project Related Permit unless a copy of such Project Related Permit was provided to the Contractor through the electronic data site as described above, or unless a person would reasonably know of the requirements of such Project Related Permit without receiving the copy of the actual Project Related Permit.

The Contractor will, as part of the Work, obtain all Permits required for the performance of the Work, except for Project Related Permits.

#### 6.5 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, 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 other than the Site where the Work or its components are being fabricated or manufactured, in good order and available for review by Hydro's Representative.

#### 6.6 Work by Others

BC Hydro reserves the right to engage Others to perform work at the Site during the time for the performance of the Work. With respect to any work performed, or to be performed, at the Site by Others:

- (a) the Contractor will coordinate the performance of the Work with the work of all Others, and perform the Work to connect to such other work as specified or shown in the Contract Documents. Except where Appendix 4-8 [Interface Requirements] applies, if such coordination and connection directly causes the Contractor to incur costs or delays or both that could not have been reasonably anticipated by the Contractor as of the Effective Date, then the Contractor will be entitled to claim a Change pursuant to the provisions of Schedule 12 [Changes]; and
- (b) if the Contractor discovers any deficiencies in the work of Others 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.

#### 6.7 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.

### 6.8 Upstream Generating Facilities

The Contractor acknowledges that BC Hydro's upstream generating facilities will continue to be in operation during the Work and the operational requirements of these facilities take precedence over the Work. Hydro's Representative may provide notice to the Contractor with respect to a Work stoppage in order to give precedence to such facilities and:

- (a) any Work stoppage under Section 6.8 of this Schedule 2 [Design and Construction Protocols] that lasts uninterrupted for a period of less than four hours will be accommodated by the Contractor and the Contractor will not be entitled to any compensation or extension of time in connection with that Work stoppage; and
- (b) any Work stoppage under Section 6.8 of this Schedule 2 [Design and Construction Protocols] that lasts uninterrupted for a period of more than four hours will be a Change.

### 6.9 Assigned Work Areas

The Contractor will perform the Work on Site strictly within the areas designated or permitted by BC Hydro in accordance with SPGS 13.2 of Appendix 6.1 [General Specifications (SPGS)].

### 6.10 Use of the Site

Hydro's Representative will assign to the Contractor the Contractor's Work Areas, within which the Contractor's temporary structures and facilities, including the Contractor's office, lunchrooms and storage, will be located.

The Contractor will not enter into any areas designated in the Contract Documents or by Hydro's Representative as "no access" or "out of bounds" before scheduling with and obtaining approval from Hydro's Representative for such entry.

Notwithstanding Section 6.9 of this Schedule 2 [Design and Construction Protocols] and anything in this Section 6.10, the Contractor is not entitled to the exclusive use of any portion of the Site.

### 6.11 Use of Vehicles and Equipment

The Contractor:

- (a) will, inside the Powerhouse, utilize only electrically-operated material-handling machinery;
- (b) will not use vehicles or equipment requiring gasoline, liquefied petroleum gas, and other hydrocarbon fuels inside the Powerhouse, unless such use is in documented and controlled conditions and specifically permitted by Hydro's Representative;
- (c) will ensure that service areas for any construction equipment are not located inside the Powerhouse;
- (d) will ensure that fuel storage for any internal combustion engines is not located inside the Powerhouse;
- (e) will not park any vehicles or other mobile equipment in areas where there is tall, dry vegetation;
- (f) will not leave any vehicles or equipment idling when parked for any extended period of time, except under extreme cold winter conditions and in controlled areas; and

- (g) will, during the performance of the Work on Site, take and record air monitoring readings on a schedule to be agreed with Hydro's Representative.

#### 6.12 Equipment Isolation and Lockout

If during the Contractor's performance of the Work, equipment isolation and lockout requirements change (whether required by the Contractor or BC Hydro), Hydro's Representative may provide notice to the Contractor with respect to a work stoppage for the purpose of enabling BC Hydro to implement such a change, and the Contractor will accommodate that work stoppage and will not be entitled to any compensation in connection with that work stoppage.

#### 6.13 Egress Routes

The Contractor will ensure that:

- (a) all construction work areas must have at least two egress routes in different directions;
- (b) all egress routes have the lighting and signage required by the Contract Documents; and
- (c) egress routes are kept clear of construction materials and equipment at all times.

#### 6.14 Temporary Structures

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. The Contractor will, as part of the performance of the Work, engage and pay for registered 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.

#### 6.15 Security Plan

Within 60 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 and any area of ancillary use, including any storage area or laydown area within the Contractor's Work Area.

#### 6.16 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.

#### 6.17 Compliance with Security Plan

The Contractor will implement and comply with the Security Plan and any amendments to the Security Plan subject to Sections 6.15 and 6.16 of this Schedule 2 [Design and Construction Protocols].

If BC Hydro designates an entity other than the Contractor as the Prime Contractor, and if the Contractor's Work Area overlaps with the Work Area of the Prime Contractor, the Contractor will collaborate with the Prime Contractor to develop and implement a security plan for any such overlapping Work Areas, and will comply with that security plan.

6.18 North American Electric Reliability Council Training and Security Sensitive Work

The following will apply with respect to NERC Critical Infrastructure Protection (CIP) training, Background Checks and Security Sensitive Work:

- (a) Security Sensitive Work: Any work that requires
- (i) unrestricted access to the Drawings and Explanatory Documents for the Equipment;
  - (ii) unescorted access to the control room in the Powerhouse; or
  - (iii) unescorted access to the Equipment when it is connected to the electrical grid,
- or any other work designated in writing by Hydro's Representative as "Security Sensitive Work" will be deemed to be security sensitive work (any such work, "**Security Sensitive Work**").
- (b) NERC Training and Background Checks Required: The Contractor will, at the Contractor's cost, require all Contractor personnel and Subcontractor personnel who will perform Security Sensitive Work, including Key Individuals, to
- (i) take NERC Critical Infrastructure Protection (CIP) training (which can be completed online); and
  - (ii) successfully complete a background check (a "**Background Check**") that will include:
    - (A) references and employment history checks;
    - (B) education verification;
    - (C) licensing requirements;
    - (D) international criminal checks (Interpol/CSIS); and
    - (E) credit history checks.
- (c) For the purposes of Section 6.18 of this Schedule 2 [Design and Construction Protocols], successful completion of a Background Check for an individual means that:
- (i) the Canadian Police Information Centre criminal record database search returns no conviction for any offence that could be reasonably perceived to affect the Contractor's ability to ensure the physical and operational security of the Work at Site;
  - (ii) no record is returned for the individual in respect of the search of relevant databases maintained by Public Safety Canada; and
  - (iii) where applicable, no record is returned for the individual in respect of the search of relevant databases maintained by Interpol.

- (d) BC Hydro anticipates that only a subset of the Contractor's personnel will require NERC Critical Infrastructure Protection (CIP) training and a Background Check, which subset includes the Contractor's:
- (i) Key Individuals;
  - (ii) Design Engineers;
  - (iii) Qualified Environmental Professional;
  - (iv) Authorized Site Representative;
  - (v) Site Construction Manager;
  - (vi) Site Technical Supervisor;
  - (vii) Site Quality Management Representative;
  - (viii) Site Safety Coordinator;
  - (ix) Lead Test Engineer(s); and
  - (x) trades personnel who will be participating in the acceptance and commissioning tests for the Equipment.
- (e) Validity of NERC Training and Background Checks: The Contractor:
- (i) will not permit an individual to be designated as a Key Individual unless that individual has, not more than six months prior to commencing his or her work, successfully completed a Background Check; and
  - (ii) will not permit an individual to perform any Security Sensitive Work unless that individual has, not more than six months prior to commencing any Security Sensitive Work, successfully completed NERC Critical Infrastructure Protection (CIP) training and a Background Check.
- (f) Notwithstanding the immediately preceding sentence, if an individual that is to perform Security Sensitive Work has not successfully completed NERC Critical Infrastructure Protection (CIP) training and a Background Check as required under Section 6.18(e) of this Schedule 2 [Design and Construction Protocols], then the Contractor may permit that individual to perform Security Sensitive Work if that individual is accompanied by an escort as described in Section 6.18(l) of this Schedule 2 [Design and Construction Protocols] when performing Security Sensitive Work.
- (g) Failed Background Checks: The Contractor will not permit any Contractor personnel or Subcontractor personnel that have previously failed a Background Check required by this Contract to be designated as Key Individuals or to perform Security Sensitive Work without the prior written consent of BC Hydro, which consent may be granted or withheld by BC Hydro in its discretion.
- (h) Periodic Background Checks: Throughout the currency of this Contract, the Contractor will ensure that a periodic Background Check is completed:
- (i) at least once every seven years for each Contractor personnel engaged in the performance of Security Sensitive Work and for each Key Individual; and

- (ii) from time to time if the Contractor or Hydro's Representative determines, acting reasonably, that the risk in respect of such individual has materially changed.
- (i) For clarity, a periodic Background Check under Section 6.18(h)(i) of this Schedule 2 [Design and Construction Protocols] will not be required for an individual that ceases to be designated as a Key Individual or that ceases to perform Security Sensitive Work within seven years of a previously completed Background Check.
- (j) If an individual that is designated as a Key Individual does not successfully complete a periodic Background Check required under Section 6.18(h)(i) or Section 6.18(h)(ii) of this Schedule 2 [Design and Construction Protocols], then the Contractor will replace that Key Individual in accordance with Schedule 3 [Roles and Responsibilities].
- (k) The Contractor will not permit any Contractor personnel that have not successfully completed a periodic Background Check required under Section 6.18(h)(i) or Section 6.18(h)(ii) of this Schedule 2 [Design and Construction Protocols] to perform Security Sensitive Work, unless each such personnel is accompanied by an escort as described in Section 6.18(l) of this Schedule 2 [Design and Construction Protocols] when performing Security Sensitive Work.
- (l) Escorts: The Contractor will:
  - (i) ensure that an escort that is required to accompany any Contractor personnel or Subcontractor personnel pursuant to Section 6.18 of this Schedule 2 [Design and Construction Protocols]:
    - (A) meets the requirements of Section 6.18(b) of this Schedule 2 [Design and Construction Protocols];
    - (B) does not escort more than two people at a time, or such greater number as is designated by Hydro's Representative from time to time; and
    - (C) maintains visibility of all escorted personnel at all times; and
  - (ii) be responsible for the safety and conduct of all escorted personnel.
- (m) SSW Requests: If the Contractor determines that an individual requires NERC Critical Infrastructure Protection (CIP) training or a Background Check under Section 6.18 of this Schedule 2 [Design and Construction Protocols], or if the Contractor is uncertain whether a particular portion of the Work constitutes Security Sensitive Work, then the Contractor will, no less than 90 days prior to the date on which such Work is scheduled to commence, submit a written request (an "**SSW Request**") that includes:
  - (i) a detailed description of the nature of such Work, including the primary location at which such Work will be performed;
  - (ii) the date on which such Work is scheduled to commence; and
  - (iii) such other information as Hydro's Representative may request.
- (n) Hydro's Representative will provide a written response to each SSW Request that includes a determination of whether the Work described in that SSW Request is Security Sensitive Work, which determination will be final and binding.

- (o) If the Work described in an SSW Request is determined to be Security Sensitive Work, then:
  - (i) the response to that SSW Request will include:
    - (A) a BC Hydro weblink for the online NERC Critical Infrastructure Protection (CIP) training; and
    - (B) a Background Check Authorization to Release Information form, a Background Check Consent Form – Current Employee (PRA Candidate) and a Self Declaration form (if applicable) to be completed by the Contractor’s personnel; and
  - (ii) after receipt of a response to that SSW Request, the Contactor will submit the completed Background Check forms and will cause its personnel to complete the NERC Critical Infrastructure Protection (CIP) training.

#### 6.19 Housekeeping

Without limiting any of the Contractor’s duties to the Prime Contractor under the Contract, the Contractor will:

- (a) ensure housekeeping be maintained at all work areas to the satisfaction of the Hydro’s Representative, acting reasonably, and if Hydro’s Representative in its sole discretion considers that the Contractor’s housekeeping is inadequate, Hydro’s Representative may stop the Work until such time as the housekeeping conditions are corrected;
- (b) provide trash containers in such quantities and capacities sufficient for the proper segregation of the waste, recyclables and compostables, to facilitate the placement of materials in designated recycling bins;
- (c) ensure waste is placed in covered, fly-proof and bear-proof metal containers;
- (d) maintain all Contractor’s Work Area broom-clean and free from oil on a daily basis; and
- (e) be responsible for any costs associated with a stoppage in work due to inadequate housekeeping practices.

#### 6.20 Smoking

The Contractor will ensure that:

- (a) smoking is restricted to designated smoking area(s); and
- (b) smoking areas:
  - (i) are not located indoors;
  - (ii) meet human impact standards; and
  - (iii) are not located near sources of:
    - (A) dry fuel;
    - (B) explosives;

- (C) liquid fuels; or
- (D) hazardous and flammable materials.

#### 6.21 Notice of Saturday, Sunday and Statutory Holiday Work

The Contractor will give Hydro's Representative not less than five days written notice of Work the Contractor intends to perform on a Saturday, a Sunday or a statutory holiday, or of a change to an established shift.

#### 6.22 Payment

Unless otherwise expressly provided in the Contract Documents, no separate payment will be made to the Contractor for the provision of any construction facilities, buildings, services or things required to be done, furnished, paid, provided or executed by the Contractor, compensation for which is deemed to be included in the Contract Price.

#### 6.23 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 provisions of this Section 6.23, in conducting such review, the Contractor will not be responsible or liable to BC Hydro to discover all errors, inconsistencies or omissions.

#### 6.24 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.

#### 6.25 Work Program and Schedule

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

#### 6.26 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.

#### 6.27 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 to perform a portion of the Work:

- (a) the Contractor will not directly or indirectly engage or permit the engagement of a Subcontractor to perform a material portion of the Work, or portion that has a material effect on the other portions of the Work, without the prior written consent of Hydro's Representative, acting reasonably;
- (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 be arbitrarily withheld;
- (c) notwithstanding any approval or consent given by Hydro's Representative to the engagement of a Subcontractor, and notwithstanding the terms of a Subcontractor agreement, 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 rights of the Contractor 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, all without liability to BC Hydro;
- (d) notwithstanding any other provision in the Contract, and in addition to BC Hydro's rights described in Section 6.27(c) of this Schedule 2 [Design and Construction Protocols], 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 6.27(d), the Contractor will be entitled to claim a Change pursuant to the provisions of Schedule 12 [Changes]. Notwithstanding any other provision in this Section 6.27(d), the Contractor will retain all authority and control over its Subcontractors;
- (e) the Contractor will:
  - (i) require all Subcontractors to perform the subcontracted Work strictly in accordance with all provisions of the Contract Documents that are relevant to the subcontracted Work; and
  - (ii) notwithstanding any other provision of the Contract Documents, the Contractor will be fully responsible for the acts, omissions, errors and defaults of a Subcontractor, a Subcontractor's employees or other Persons engaged by or through a 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 objection 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.

The Contractor will not engage a first tier Subcontractor from the People's Republic of China without the prior written consent of BC Hydro.

### 6.28 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].

If a Key Individual is not available to perform the tasks as identified in Schedule 3 [Roles and Representatives] for any reason other than a reason outside the Contractor's control, then the Contractor will, without delay, provide a substitute individual with equivalent qualifications, satisfactory to BC Hydro acting reasonably, and will pay liquidated damages in the amount of [REDACTED] per day for each day such Key Individual, or acceptable substitute is not available, to a maximum of [REDACTED] per Key Individual.

### 6.29 Products and Materials

Except as expressly set out otherwise in the Contract Documents, the Contractor will only provide products and materials that are new and of recent manufacture. 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.

### 6.30 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 care, custody and control of 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.

### 6.31 Tests and Inspections

Hydro's Representative and Hydro's Representative's delegates will have access to the Work being performed at all times, including Work being performed at a location other than the Site, for the purpose of 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 tests and inspections:

- (a) the Contractor will incorporate or cause to be incorporated all such testing and inspection rights in all applicable agreements with Subcontractors, and will take all necessary steps to facilitate such testing and inspection, including maintaining easy access to the Site;
- (b) Hydro's Representative will conduct, in a timely manner, any testing or inspections of the Work, equipment and materials that the Contract Documents require Hydro's Representative to conduct and the Contractor will, in consultation with Hydro's Representative, include such testing or inspections in the Work Program and Schedule, and Hydro's Representative will conduct such

testing and inspections in accordance with the Work Program and Schedule (other otherwise, subject to Schedule 12 [Changes]);

- (c) if testing 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 five days' notice, notify Hydro's Representative and the applicable Governmental Authority in writing of the date on and the place at which any such testing or inspections can be conducted;
- (d) Hydro's Representative will be entitled to observe all quality tests and inspections, 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 tests and inspections, results and data in accordance with Section 6.31(c) of this Schedule 2 [Design and Construction Protocols];
- (e) the Contractor will submit to Hydro's Representative copies of all certificates and 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 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];
- (g) Hydro's Representative has the authority to stop performance of the 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;
- (h) Hydro's Representative's authority to order testing, inspect, 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 testing, inspect, reject, or otherwise review the Work;
- (i) the Contractor will pay for the cost of making any test or inspection, including the cost of samples, if the test or inspection is designated in the Contract Documents to be performed by the Contractor or is required by Law; and
- (j) if the Contractor covers or permits to be covered Work that has been designated in the Contract Documents or by Law for tests, inspections or approvals, before such 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 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 tests and inspections as are called for or required under the Contract Documents, including any tests and inspections required by Law, for the performance of the Work. The tests and inspections required by the Contract Documents or by Law are for BC Hydro's benefit and acceptable 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.

### 6.32 Submittals

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

### 6.33 Issued for Construction Drawings

Without limiting the Contractor's obligations under Section 6.32 of this Schedule 2 [Design and Construction Protocols] or any other obligation under the Contract to permit BC Hydro the opportunity to review all Design Submittals and Submittals, the Contractor will perform Work which will form part of the permanent Work in accordance with drawings which have been stamped "Accepted" and "Issued for Construction" by the party (the Contractor, or BC Hydro, or third party) that is primarily responsible for such construction.

The Contractor will not proceed with any such Work for which the Contractor has not received Issued for Construction Drawings. If the Contractor proceeds with such Work prior to receiving Issued for Construction Drawings 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 6.31(j) of this Schedule 2 [Design and Construction Protocols] will apply.

### 6.34 Record Drawings

Consistent with Schedule 15 [Records], during the course of the Work, the Contractor will contemporaneously prepare a complete set of "record" drawings of the execution of the Work on the Construction Revision Drawings, Redline Drawings, As-Built Drawings, Issued for Record Drawings and other construction documents satisfactory to Hydro's Representative, acting reasonably, showing the actual as-built locations, sizes and details of the Work as performed. The Contractor will keep an up-to-date copy of the record drawings at the Site and available for review upon the request of Hydro's Representative during the performance of the Work. As part of the Work, the Contractor will deliver to Hydro's Representative such record drawings in accordance with Section 7.2.12 of Appendix 6-1 [General Specifications].

### 6.35 Electronic Data Site

BC Hydro has established an electronic data site to contain information relating to the Work at the following location:

**<https://exscw.bchydro.com/sites/CM-000430/default.aspx>**

The Contractor will, as part of the performance of the Work, during the performance of its work under the Contract monitor the electronic data site so as to obtain current design information with respect to the Work and portions of the Project that interconnect with the Work, including the Equipment.

### 6.36 Continuous Working Hours

The Site will be open and available for the performance of the Work every day of the year, including statutory holidays.

### 6.37 Form of Reports

For each report required to be submitted by the Contractor under the Contract Documents:

- (a) the Contractor will submit to Hydro's Representative for Review a draft form for the report;

- (b) if the Contractor requires a change to a form of report that has been endorsed “Accepted” or deemed to have been endorsed “Accepted” by Hydro’s Representative in accordance with Schedule 5 [Submittals Procedure], then the Contractor will submit to Hydro’s Representative for Review a request to implement that change;
- (c) if the Contractor’s request to implement a change to a form of report has been endorsed “Accepted” or deemed to have been endorsed “Accepted” by Hydro’s Representative in accordance with Schedule 5 [Submittals Procedure], then the Contractor will implement that change within one month of the endorsement or deemed endorsement. If for any reason the Contractor anticipates that the change cannot be implemented within that period, the Contractor will promptly notify Hydro’s Representative, who may issue such directions with respect to the change as Hydro’s Representative may consider appropriate; and
- (d) unless expressly provided otherwise in the Contract Documents, the Contractor will submit the report in hardcopy and in electronic native Microsoft Office software format or other electronic format acceptable to Hydro’s Representative.

#### 6.38 Progress Reports

In addition to any report that is required to be submitted by the Contractor under the Contract Documents, the Contractor will submit to Hydro’s Representative for Review the following reports:

- (a) a weekly progress report within seven days of commencing any Work at the Site, and thereafter every calendar week until Substantial Completion of the Work, that:
  - (i) sets out the number of worked manual and non-manual hours by trade at the Site;
  - (ii) sets out the number of daily resources (headcounts) by trade;
  - (iii) includes a short-term look-ahead schedule as described in Section 3.6(b) of Schedule 4 [Work Program and Schedule];
  - (iv) includes a resource histogram of the three-week look-ahead with resources onboard in the previous week;
- (b) a bi-weekly progress report covering the previous two weeks, that includes:
  - (i) a look-ahead schedule as described in Section 3.6(a) of Schedule 4 [Work Program and Schedule];
  - (ii) significant items planned for the following weeks;
  - (iii) health, safety and environment updates;
  - (iv) progress, cost and schedule S-curves updates;
  - (v) quality management updates;
  - (vi) highlights and concerns including any required and implemented corrective action;
  - (vii) interface activities; and
  - (viii) the status of Change Orders and Change Requests; and

- (c) a monthly progress report, in Adobe Acrobat [.pdf] format and native electronic format, not later than the third day of each calendar month, that includes:
- (i) an updated Work Program and Schedule as described in Section 3.5 of Schedule 4 [Work Program and Schedule];
  - (ii) narratives on major Work elements, with achievements and any deviations from schedule (with respect to time or progress), reasons for any delays or deviations, potential effects of delays or deviations and recommended actions for recovery from delay or deviations and impact to the critical path;
  - (iii) a summary safety report identifying any lost time accidents, any noticeable trends, including comparisons with WorkSafe BC construction industry safety statistics and actions being taken to improve safety;
  - (iv) an updated Risk Register in accordance with Appendix 6-1 [General Specifications];
  - (v) a summary quality report identifying any incidents non-compliances, and actions taken or to be taken to correct these;
  - (vi) a summary environmental report identifying any incidents and non-compliances, and actions taken or to be taken to correct these;
  - (vii) a summary of any issues involving the work of Others or BC Hydro that adjoins with the Work, including schedule or safety issues, interface activity, close-out and status;
  - (viii) progress, cost and schedule S-curves updates;
  - (ix) analysis of all significant time critical activities;
  - (x) identification of areas of concern and recommendations for resolution of such areas;
  - (xi) a summary of finalized and pending Preliminary Change Instructions, Change Reports, Change Directives and Change Orders;
  - (xii) a summary of any socio-economic issues, such as local hires, and Aboriginal labour and contract inclusions, communications and labour relations, and First Nation Benefits;
  - (xiii) a register of communications with any Governmental Authorities;
  - (xiv) three-month cash flow; and
  - (xv) receipt of major materials, components or equipment at the Site.

#### 6.39 Other Reports

The Contractor will, in addition to any other reports that may be required under the Contract Documents, submit to Hydro's Representative such other reporting or information as Hydro's Representative may from time to time require.

#### 6.40 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 Work 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 6.38(c) of this Schedule 2 [Design and Construction Protocols], 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.

#### 6.41 Agenda for Meeting

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 where urgent matters arise and Hydro's Representative considers it appropriate to discuss such matters at a meeting, 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.

#### 6.42 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.

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

#### 6.43 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.

#### 6.44 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].

## **7 LABOUR WORKFORCE**

### 7.1 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.

### 7.2 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.

### 7.3 Cost of Recruiting Labour

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

### 7.4 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.

### 7.5 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.

### 7.6 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.

#### 7.7 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 13.1 of this Schedule 2 [Design and Construction Protocols].

#### 7.8 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 Worker Accommodation Facility Code of Conduct, as provided by the Worker Accommodation Facility Operator.

#### 7.9 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).

#### 7.10 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 7.10, the Contractor and the Subcontractors will retain all authority and control over their respective employees, agents and Subcontractors.

#### 7.11 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 7.11.

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 7.11 do not apply to workers who have been laid off.

#### 7.12 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.

#### 7.13 Employment Information and Job Fairs

The Contractor will post Project employment opportunities for work 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.

#### 7.14 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.

#### 7.15 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.

#### 7.16 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, not less than 120 days before commencing Work at the Site, 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.

#### 7.17 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 an 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 an 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.

#### 7.18 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.

#### 7.19 Work Force Reports

The Contractor will provide monthly reports, in a form satisfactory to Hydro's Representative, acting reasonably, setting out the following information with respect to the preceding 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 7.19(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 monthly reports the information as required under this Section 7.19 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 7.19, and include such received information in its monthly reports. All information provided with respect to Subcontractors will be broken down by Subcontractor.

#### 7.20 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.

### 7.21 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.

### 7.22 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.

### 7.23 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) as of the Effective Date, be a member of and participate on a committee that includes representatives of other contractors who are or will be 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; and
- (c) 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.

## 7.24 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 7.24 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 7.24(e)(ii) of this Schedule 2 [Design and Construction Protocols]. 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 7.24(f) of this Schedule 2 [Design and Construction Protocols], may contain Personal Information of Registered Apprentices. Without limiting the Contractor's obligations under Section 26.1 of this Schedule 2 [Design and Construction Protocols], 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 7.24 of this Schedule 2 [Design and Construction Protocols] 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 7.24(b) of this Schedule 2 [Design and Construction Protocols], 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 7.24(b) of this Schedule 2 [Design and Construction Protocols].

#### 7.25 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.

#### 7.26 Application to First Tier Subcontractors

Whenever in Section 7 of this Schedule 2 [Design and Construction Protocols] 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 7 of this Schedule 2 [Design and Construction Protocols].

## **8 WORKER ACCOMMODATION**

### **8.1 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 [Worker Accommodation Facility Standards].

### **8.2 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.

Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor will not pay compensation (such as a “living-out allowance”, “housing allowance” or “per diem”) to any worker if such worker has been evicted from the Worker Accommodation Facility for failing to comply with the Worker Accommodation Code of Conduct.

### **8.3 Contractor’s Guest Reservations at the Worker Accommodation Facility**

For each month during the performance of the Work, the Contractor will be entitled to house in the Worker Accommodation Facility up to the number of Guests specified for that month in [REDACTED]

There will be no additional cost to the Contractor to house the number of Guests set out above during the performance of the Work. Subject to Schedule 11 [Prices and Payment] and BC Hydro’s requirement to properly account for the GST on the supply of Guest rooms to the Contractor, the Contractor may be required to record the supply of Guest rooms with a fully offsetting price adjustment on each Progress Payment Estimate.

The Contractor may from time to time and at any time request BC Hydro to permit more Guests than the Contractor’s entitlement, as described above, and if the Worker Accommodation Operator agrees then such additional Guests may be housed in the Worker Accommodation Facility, subject to additional payment by the Contractor as described in Schedule 11 [Prices and Payment].

#### 8.4 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 8.4(a) of this Schedule 2 [Design and Construction Protocols] 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 8.4(a) of this Schedule 2 [Design and Construction Protocols] 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 8.4(b) of this Schedule 2 [Design and Construction Protocols] 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 8.4(c) of this Schedule 2 [Design and Construction Protocols] regardless of whether that number of Guests actually stays at the Worker Accommodation Facility on that day.

#### 8.5 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 8.4 of this Schedule 2 [Design and Construction Protocols], 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 8.4 of this Schedule 2 [Design and Construction Protocols]; 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**").

#### 8.6 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.

#### 8.7 Accommodation for Distant Workers

Between April 1st and October 31st (summer), if a worker's permanent residence is located more than 80 km from the Worker Accommodation Facility, and if at that time the Contractor has not exceeded its

Guest housing entitlement as described under Section 8.3 of this Schedule 2 [Design and Construction Protocols] 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's permanent residence is located more than 60 km from the Worker Accommodation Facility, and if at that time the Contractor has not exceeded its Guest housing entitlement as described under Section 8.3 of this Schedule 2 [Design and Construction Protocols] 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 from the Worker Accommodation Facility, and District of Hudson's Hope residents are considered to be more than 80km from the Worker Accommodation Facility.

#### 8.8 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.

### **9 PRICES AND PAYMENT**

#### 9.1 Payments

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

### **10 CHANGES**

#### 10.1 Changes

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

### **11 DELAYS AND ACCELERATION**

#### 11.1 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 11.8 of this Schedule 2

[Design and Construction Protocols] and subject to the Contractor's duties to mitigate under Section 29.2 of this Schedule 2 [Design and Construction Protocols], 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 Contractor's reasonable and substantiated direct costs arising from the delay, including reasonable stand-by equipment rental rates for any equipment that the Contractor may rent or own, plus a markup on such direct costs of 15% on account of overhead and profit, incurred by the Contractor with respect to such delay,

except where Section 5.3 of Appendix 4-8 [Interface Requirements] applies, in which case this Section 11.1 will not apply in respect of such delay.

#### 11.2 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, or by an event for which the Contractor is not expressly given relief under the Contract Documents ("**Contractor Delay**"), then 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, in either case, on account of such delay, except where Section 5.2 of Appendix 4-8 [Interface Requirements] applies, in which case this Section 11.2 will not apply in respect of such delay.

#### 11.3 Labour Disputes

Any work stoppage, strike, lock-out, picket or other labour dispute by any personnel engaged by Others will be deemed to be a delay under Section 11.1 of this Schedule 2 [Design and Construction Protocols].

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 11.2 of this Schedule 2 [Design and Construction Protocols].

#### 11.4 Force Majeure

For the purposes of this contract, "**Force Majeure**" means an event beyond the reasonable control of a party and includes any work stoppage (including strike, lock-out, picket or other labour dispute) that is not described by Section 11.3 of this Schedule 2 [Design and Construction Protocols], including any provincial, national or industry-wide work stoppage, strike, lock-out, picket or other labour dispute that affects the performance of the Work at the Site, war, invasion, insurrection, civil or social unrest, riot, armed conflict, act of foreign enemy, revolution, terrorist act, interference by military authorities, nuclear explosion, contamination by ionizing radiation, epidemic or quarantine restriction, earthquake, tidal wave or other natural calamities, that prevents, delays or interrupts the performance of any obligation under the Contract, provided such event does not occur by reason of: (i) the negligence of the party claiming Force Majeure (or those for whom it is in law responsible); or (ii) any act or omission of the party claiming Force Majeure (or those for whom it is in law responsible) that is in breach of the provisions of the Contract, but Force Majeure does not include: (x) a party's lack of funds; (y) the bankruptcy or insolvency of any Subcontractor; or (z) a shortage or unavailability of labour, equipment or materials unless such shortage or unavailability is caused by a 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 11.8 of this Schedule 2 [Design and Construction Protocols], and mitigates the effect of the delay in accordance with Section 29.2 of this Schedule 2 [Design and Construction Protocols], 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 affected obligations 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 the payment of any costs suffered by that party as a result of the event of Force Majeure.

#### 11.5 Public Protest at Site

Notwithstanding Section 11.4 of this Schedule 2 [Design and Construction Protocols], 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 15.1 of this Schedule 2 [Design and Construction Protocols].

#### 11.6 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 considered a suspension by BC Hydro under Section 15.1 of this Schedule 2 [Design and Construction Protocols].

#### 11.7 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 11.2 of this Schedule 2 [Design and Construction Protocols];
  - (ii) Force Majeure pursuant to Section 11.4 of this Schedule 2 [Design and Construction Protocols];
  - (iii) BC Hydro Delay pursuant to Section 11.1 of this Schedule 2 [Design and Construction Protocols];
  - (iv) public protest pursuant to Section 11.5 of this Schedule 2 [Design and Construction Protocols]; and
  - (v) Project Delay pursuant to Section 11.6 of this Schedule 2 [Design and Construction Protocols]; 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 11.7(a) of this Schedule 2 [Design and Construction Protocols].

#### 11.8 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 11.8(a) of this Schedule 2 [Design and Construction Protocols], then, as part 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(a)(ii) 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 11.8(a) of this Schedule 2 [Design and Construction Protocols]; or
  - (ii) notwithstanding Section 11.8(d)(i) of this Schedule 2 [Design and Construction Protocols], to the extent BC Hydro is materially prejudiced by any delay in the Contractor complying with its obligations under Section 11.8(a) of this Schedule 2 [Design and Construction Protocols]; 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 11.8(b) of this Schedule 2 [Design and Construction Protocols].

#### 11.9 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 materially met due to an act, error or omission of the Contractor or any Subcontractor, and that the Contractor is not taking reasonable steps to remedy such delays, 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.

### 11.10 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 Section 10 of this Schedule 2 [Design and Construction Protocols].

### 11.11 Adjustment to Dates for Completion of Completion Milestones and Interface Milestone Dates

Subject to Section 5.4 of Appendix 4-8 [Interface Requirements], the dates for completion of the Completion Milestones and the Interface Milestone Dates will be adjusted (extended or shortened) by a period equal to an adjustment of time for the performance of the Work as provided under the Contract Documents.

## 12 BONDING AND PERFORMANCE SECURITY

### 12.1 Performance and Payment Security

The Contractor will comply with all performance and payment security requirements as set out in Schedule 11 [Prices and Payment].

## 13 CONTRACTOR DEFAULT

### 13.1 Failure to Perform

If:

- (a) the Contractor should fail or neglect to undertake the performance of the Work properly and expeditiously;
- (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 exceeds the maximum aggregate liability as set out in Section 23.1 of this Schedule 2 [Design and Construction Protocols],

then Hydro's Representative may provide the Contractor with written notice stating the nature of the Contractor's default and instructing the Contractor to correct the default within seven days after receipt of such notice. If the Contractor cannot correct the default in 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 default 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 13.1(c) of this Schedule 2 [Design and Construction Protocols] 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, terminate the Contract.

Nothing in this Section 13.1 will be interpreted as amending or modifying Section 23 of this Schedule 2 [Design and Construction Protocols].

### 13.2 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 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 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;
- (c) any arrangement or composition with or for the benefit of creditors is entered into by or in relation to the Contractor;
- (d) any proceedings with respect to the Contractor is commenced under the *Companies' Creditors Arrangement Act* (Canada);
- (e) 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.

### 13.3 Termination for Cause

If BC Hydro terminates the Contract under Section 13.1 or Section 13.2 of this Schedule 2 [Design and Construction Protocols], 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 is anticipated to be made 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:
  - (i) the total of any additional costs (the "**Default Costs**") in excess of the Contract Price BC Hydro incurred because of the Contractor's default to achieve Total Completion, including the costs of Others, any administrative costs, the cost of BC Hydro's own forces and resources and the cost to BC Hydro of Hydro's Representative; plus
  - (ii) the costs to cover corrections to any Work completed by the Contractor prior to the termination during the warranty periods described in Sections 24.1 and 24.2 of this Schedule 2 [Design and Construction Protocols], if the Contractor refuses to carry out

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corrections to such Work as required under Section 24.4 of this Schedule 2 [Design and Construction Protocols]; plus

- (iii) a reasonable allowance to cover the cost to BC Hydro of undertaking such completion, and pay the balance of any amounts withheld from the Contractor, if any, to the Contractor. If the total of the amounts described in Sections 13.3(c)(i), 13.3(c)(ii) and 13.3(c)(iii) of this Schedule 2 [Design and Construction Protocols] exceed 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 periods described in Sections 24.1 and 24.2 of this Schedule 2 [Design and Construction Protocols] retain, from any holdback, the costs described in Section 13.3(c)(ii) of this Schedule 2 [Design and Construction Protocols] 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.

Nothing in this Section 13.3 will be interpreted as amending or modifying Section 23 of this Schedule 2 [Design and Construction Protocols].

For greater certainty, BC Hydro will not be entitled to, nor will BC Hydro make a claim for, Consequential Damages.

#### 13.4 Contractor's Obligations Following Termination

If the Contract is terminated for any reason, including pursuant to Section 15.1 of this Schedule 2 [Design and Construction Protocols], 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 completed by the Contractor up to the time of termination.

### **14 BC HYDRO DEFAULT**

#### 14.1 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 730 days of the effective date of the suspension of the Contract under Section 15.1 of this Schedule 2 [Design and Construction Protocols],

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 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 a 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.

#### 14.2 Termination for Cause

If the Contractor terminates the Contract under Section 14.1 of this Schedule 2 [Design and Construction Protocols], 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 in accordance with the Contract Documents up to the date of the termination;
- (b) subject to the Contractor's duty under Section 29.2 Schedule 2 [Design and Construction Protocols]:
  - (i) all third party cancellation charges, if any, incurred by the Contractor to the date of termination;
  - (ii) the Contractor's reasonable and substantiated direct demobilization costs;
  - (iii) the Contractor's other reasonable and substantiated direct costs incurred due to the termination; and
  - (iv) 15% of the costs described in Sections 14.2(b)(i), (ii) and (iii) of this Schedule 2 [Design and Construction Protocols], on account of overhead and profit.

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

### **15 SUSPENSION OR TERMINATION OF CONTRACT OTHER THAN FOR DEFAULT**

#### 15.1 Suspension or Termination by BC Hydro 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, terminate purchase orders and agreements;
- (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 or 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.

#### 15.2 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 Site without the prior written consent of Hydro's Representative, which will not be unreasonably withheld, and will take all commercially reasonable steps to secure and make safe all Work and all such equipment and materials at the Site. 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 a suspension under Section 15.1 of this Schedule 2 [Design and Construction Protocols], 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 reasonable and substantiated direct costs, including reasonable stand-by equipment rental rates for any equipment that the Contractor may rent or own, incurred in complying with the requirements of this Section 15.2, plus a markup on such direct costs of 15% on account of overhead and profit.

The Work Program and Schedule, including the dates for the completion of Completion Milestones and the Interface Milestone Dates, will be extended by the period of the suspension.

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

#### 15.3 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 caused a suspension of 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, and upon the effective date of such written notice, the Contractor will:

- (a) wind down all suspended or terminated Work 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, terminate purchase orders and agreements;
- (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 termination of portions of the Work;

- (f) provide all records and documents, to the extent required by the Contract Documents, to BC Hydro relating to the terminated portion of the Work; and
- (g) take, at BC Hydro's cost, any other action in relation to the termination of the Work which BC Hydro may reasonably direct.

#### 15.4 Rights upon Termination for Convenience or Force Majeure

In the event of termination under Section 15.1 or Section 15.3 of this Schedule 2 [Design and Construction Protocols], 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 in accordance with the Contract Documents up to the date of the termination;
- (b) subject to the Contractor's duty under Section 29.2 of this Schedule 2 [Design and Construction Protocols], all termination costs incurred by the Contractor, including:
  - (i) all third party cancellation charges, if any, incurred by the Contractor to the date of termination;
  - (ii) the Contractor's reasonable and substantiated direct demobilization costs;
  - (iii) the Contractor's other reasonable and substantiated direct costs incurred due to the termination; and
  - (iv) 15% of the costs described in Sections 15.4(b)(i), (ii) and (iii) of this Schedule 2 [Design and Construction Protocols], on account of overhead and profit.

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

## **16 DISPUTES**

### 16.1 Dispute Resolution Procedure

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

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

### 17.1 Site Safety

The Contractor will comply with Schedule 10 [Safety].

### 17.2 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 17.2(a) of this Schedule 2 [Design and Construction Protocols], the Contractor will not be responsible for loss or damage described in that Section 17.2(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, Others 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 17.2(a) of this Schedule 2 [Design and Construction Protocols] would have been covered by or recoverable against the insurance required to be obtained and maintained under the Contract but for Section 17.2(b) of this Schedule 2 [Design and Construction Protocols], then that Section 17.2(b) 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.

### 17.3 Heritage Resources

All remains or things of palaeontological, historical or archaeological interest or value the Contractor discovers or encounters at the Site will, as between BC Hydro and the Contractor, be deemed to be the property of BC Hydro.

In respect of those remains or things of palaeontological, historical or archaeological interest or value that the Contractor discovers or encounters on the Site, including on the historical sites shown on the environmental features drawings, the Contractor will take all reasonable precautions to prevent removal of or damage to such remains or things

With respect to remains or things of palaeontological, historical or archaeological interest or value at the Site that are not shown on the environmental features drawings:

- (a) if the Contractor receives any information from any source, either written or oral, suggesting that such remains or things might be present at the Site and might be encountered in the performance of the Work, then the Contractor will:
  - (i) make all reasonable efforts, through further enquiry and Site investigations, to assess whether such information is credible or may reasonably be discounted; and
  - (ii) without delaying or interrupting the Work, proceed cautiously in performing the Work until the enquiry and investigations described in Section 17.3(a)(i) of this Schedule 2 [Design and Construction Protocols] are complete; and

- (b) if the Contractor confirms the existence of remains or things of palaeontological, historical or archaeological interest or value at the Site, either through the enquiry and investigations described in Section 17.3(a)(i) of this Schedule 2 [Design and Construction Protocols] or in the performance of the Work, then the Contractor will immediately:
- (i) take all reasonable precautions to prevent removal of or damage to such remains or things;
  - (ii) notify Hydro's Representative in writing; and
  - (iii) comply with any directions given by Hydro's Representative.

When encountered by the Contractor, the circumstances described in Section 17.3(b) of this Schedule 2 [Design and Construction Protocols] will entitle the Contractor to claim a Change pursuant to the provisions of Schedule 12 [Changes], except that the Contractor's notice obligation under Section 4.1(a)(i) of that Schedule 12 [Changes] will be to give written notice of such claim to Hydro's Representative promptly upon the Contractor becoming aware of such remains or things, or, in any event, promptly after the date when the Contractor should reasonably have become aware of such remains or things.

#### 17.4 Hazardous Substances

The Contractor will not, and will ensure that the Subcontractors will not use, store, transport, remove, dispose of or destroy any Hazardous Substances on the Site, except with the prior written approval of Hydro's Representative. All Hazardous Substances used, stored, transported, removed, disposed of or destroyed will be dealt with in accordance with Law and the Contract Documents.

Prior to the Contractor's commencement of any Work at the Site, the Contractor will request from BC Hydro, and BC Hydro will provide to the Contractor, information concerning any Hazardous Substances at the Site of which Hydro's Representative is aware and that might present risks to health, safety and the environment in the Contractor's performance of the Work.

#### 17.5 Discovery of Hazardous Substances

If, in the performance of the Work, the Contractor discovers or encounters material on the Site which is, or which appears to be, a Hazardous Substance that has not been identified in the Contract Documents, or is in receipt of information, which a reasonable person would consider reliable, that a Hazardous Substance may be encountered in the performance of the Work, then the Contractor will:

- (a) immediately stop its activities in the affected area and give written notice to Hydro's Representative;
- (b) if the Hazardous Substance was deposited by the Contractor, cooperate with Hydro's Representative to determine the steps that will be taken to confirm whether the material is a Hazardous Substance, and if necessary, to determine the steps required to deal with the Hazardous Substance in a way that minimizes the risks to health and safety, the environment and delay to the performance of the Work, and upon the determination of such steps, the Contractor will, as part of the performance of the Work, proceed to carry out such steps in compliance with Hydro's Representative's directions; and
- (c) if the Hazardous Substance was not deposited by the Contractor, be entitled to a claim a delay under Section 11.1 of this Schedule 2 [Design and Construction Protocols].

The circumstances described in this Section 17.5, when encountered by the Contractor, will entitle the Contractor to claim a Change pursuant to the provisions of Schedule 12 [Changes].

Nothing in this Section 17.5 will be construed as imposing any liability on the Contractor with respect to Hazardous Substances that existed at the Site prior to the commencement of the Contractor’s Work at the Site, including for the disposal of such Hazardous Substances.

**17.6 Use of Hazardous Materials or Hazardous Substances in the Permanent Work**

Without limiting Section 17.4 of this Schedule 2 [Design and Construction Protocols], the Contractor will not use or permit to be used by any Subcontractors any Hazardous Material or Hazardous Substance that will remain part of the permanent Work, and if any Hazardous Material or Hazardous Substance is used in the permanent Work, will remove that Hazardous Material or Hazardous Substance and replace it with a suitable alternative.

The Contractor may request Hydro’s Representative for an exception to this Section 17.6 if the Contractor has identified the presence of a Hazardous Material or Hazardous Substance in the permanent Work and no suitable alternatives are available.

**17.7 Use of Hazardous Materials or Hazardous Substances not part of the Permanent Work**

Without limiting Section 17.4 of this Schedule 2 [Design and Construction Protocols], if any Hazardous Material or Hazardous Substance that will not remain part of the permanent Work is used by the Contractor or any Subcontractor, the Contractor:

- (a) will if practicable remove that Hazardous Material or Hazardous Substance and replace it with a suitable alternative; or
- (b) will implement an exposure control plan as described in Section 5.54 of the OHSR.

**17.8 Use of Hazardous Materials in Protective Coatings**

Without limiting Sections 17.4 or 17.6 of this Schedule 2 [Design and Construction Protocols], where protective coatings are used and will remain part of the permanent Work, the Contractor:

- (a) will ensure that the heavy metals concentrations in the coatings will under no circumstances exceed the levels outlined in Table 17.8 below; and
- (b) will, no less than 90 days prior to the use of any coatings that will remain part of the permanent Work, submit to Hydro’s Representative for Review a metals content analysis, the manufacturer’s specifications, Material Safety Data Sheets, and any other related information, including formulation information with respect to colour tint where applicable, for each such coating.

For certainty, this Section 17.8 will apply to any other coating systems that the Contractor proposes for use with respect to the permanent Work.

**Table 17.8 – Maximum acceptable heavy metals concentrations in protective coatings.**

	Arsenic	Beryllium	Cadmium	Cobalt inorganic	Lead	Mercury	Nickel
Maximum concentration in paint mg/kg dry sample	6	0.5	0.3	15	2	2	2

### 17.9 Banned Products, Hazardous Materials or Hazardous Substances

Notwithstanding anything in Sections 17.6, 17.7 and 17.8 of this Schedule 2 [Design and Construction Protocols], the Contractor will not use or incorporate into the Work, or bring on to the Site, any substances, materials or coatings:

- (a) containing any of the products identified in Appendix 10-4 [Banned or Regulated Products] without the prior written approval of Hydro's Representative, if applicable;
- (b) that contain detectable quantities of mercury, asbestos, polychlorinated biphenyls (PCBs), or lead; or
- (c) that have a radiation dose at the surface exceeding 0.5µSv/h as measured by a Geiger Muller detector, unless such substances, materials or coatings are expressly permitted by Hydro's Representative in writing,

irrespective of whether such use or incorporation into the Work, or bringing on to the Site of such substances, materials or coatings, is permitted by Laws.

### 17.10 Hazardous Materials and Hazardous Substances Procedures

The Contractor will engage a Qualified industrial hygienist to develop systems, procedures and methods for handling, containing, transporting and disposing of Hazardous Materials and Hazardous Substances in the performance of the Work (the "**Hazardous Materials and Hazardous Substances Procedures**").

The Contractor will, no less than 90 days prior to the commencement of the use of a Hazardous Material or Hazardous Substance at Site, submit to Hydro's Representative for Review the Hazardous Materials and Hazardous Substances Procedures. The Contractor will provide to Hydro's Representative on request a sample of any Hazardous Material or Hazardous Substance proposed to be used at the Site, for testing.

The Contractor will implement and comply with the Hazardous Materials or Hazardous Substance Procedures, subject to the provisions in Schedule 10 [Safety]. During the performance of the Work, the Contractor will provide written notice to Hydro's Representative and, where applicable, the Prime Contractor, of any additional Hazardous Materials or Hazardous Substances generated or encountered by the Contractor, or brought on to the Site by the Contractor in the performance of the Work.

### 17.11 Dangerous Goods

All Dangerous Goods used, stored, transported, removed, disposed of or destroyed will be dealt with in accordance with Law and the Contract Documents. The Contractor will bring on to the Site only those Dangerous Goods that are required for the performance of the Work on the Site. Dangerous Goods will not be brought on to, used or stored on the Site without the prior written approval of Hydro's Representative. The Contractor will make material safety data sheets for such goods immediately accessible by Subcontractors and Hydro's Representative on the Site at all times.

### 17.12 Dangerous Goods Occurrence

If, during the performance of the Work or in the course of transporting Dangerous Goods to or from the Site, the Contractor is involved in a Dangerous Goods Occurrence, as defined in the *Transportation of Dangerous Goods Act* (Canada), the Contractor will immediately notify Hydro's Representative in writing.

### 17.13 Cooperation and Collaboration

The Contractor will cooperate with, and cause all its employees and agents, Subcontractors and their employees and agents, to cooperate with, all incident investigations led by the Contractor's Qualified investigator, Hydro's Representative, the Prime Contractor's representative, WorkSafe BC or any other authority having jurisdiction over the Site. The Contractor will comply with all legal requirements associated with any incident investigation, including any orders, penalties, prosecutions or appeals arising from such incident investigation.

### 17.14 Fire Protection Equipment

The Contractor will as part of the Work:

- (a) install fire alarms, sprinklers and emergency response systems in the Contractor's Work Areas and temporary and permanent facilities, as required under the British Columbia Fire Code;
- (b) provide firefighting equipment, respiratory equipment, and emergency response and rescue services across the Contractor's Work Areas as required under Laws;
- (c) provide fire extinguishers in such quantities, types and sizes having regard to fire-related risks within the Contractor's Work Areas and applicable Laws, and at a minimum, at the following locations:
  - (i) within all fixed and mobile machinery;
  - (ii) at all buildings including worker accommodation facilities;
  - (iii) at all construction trailers;
  - (iv) at all storage sheds in excess of 45 square metres;
  - (v) at all flammable and combustible storage areas;
  - (vi) at all liquefied petroleum fuel storage facilities;
  - (vii) at all laydown and materials and equipment storage areas;
  - (viii) at all compressed gas storage facilities; and
  - (ix) at other areas identified through fire hazard assessment process;
- (d) provide fire specific personal protective equipment for use in the Contractor's Work Areas, and store such equipment as required by applicable Laws;
- (e) establish procedures, schedules and notification for the testing, maintenance, and replacement of firefighting equipment required to be provided under this Section 17.14 of Schedule 2 [Design and Construction Protocols];
- (f) replace immediately any fire extinguishers removed during inspection, maintenance and servicing; and
- (g) provide personnel trained to use the firefighting equipment required to be provided under this Section 17.14 of Schedule 2 [Design and Construction Protocols].

### 17.15 Hot Work Operations

The Contractor will submit to Hydro's Representative for Review detailed job- and task-specific procedures for managing all work involving welding, cutting, brazing, soldering, grinding, thawing pipe, torch applied roofing or any other similar activity, and will:

- (a) develop and implement for all such hot work a permit system;
- (b) remove all combustible or flammable material within a minimum distance of 11 m from where such hot work is being performed, and if that minimum distance cannot be maintained, cover all such material with fire resistive tarps or blankets;
- (c) designate a fire watcher to watch for the occurrence of fire during and after such hot work operations;
- (d) ensure that the fire watcher required to be designated under Section 17.14(c) of this Schedule 2 [Design and Construction Protocols] has a minimum of two 4 A:40BC fire extinguishers available for the extinguishment of incipient fires;
- (e) subject to Section 17.14(f) of this Schedule 2 [Design and Construction Protocols], ensure that each the fire watch is maintained for a minimum of 60 minutes after the conclusion of such hot work to look out for leftover sparks, slag or smoldering combustibles;
- (f) in the case of hot work involving torch-applied surfaces, ensure that the fire watch is maintained for a minimum of two hours after the conclusion of such work; and
- (g) conduct a final inspection four hours after the completion of such hot work.

### 17.16 First Aid Facilities

The Contractor will, as part of the Work:

- (a) provide a qualified Level 3 first aid attendant and such equipment, supplies, facilities, services and as are adequate for promptly rendering first aid to its personnel, the personnel of Subcontractors and up to five BC Hydro personnel at the Site, and transporting such personnel to medical treatment, in accordance with OHSR; and
- (b) ensure that it is familiar with the location of nearby hospitals, and helicopter coordination and availability.

### 17.17 Protection of the Environment

The Contractor will comply with Schedule 7 [Environmental Obligations], and will perform the Work in compliance with the CEMP and any EPP applicable to any element of the Work. If unauthorized damage to the environment occurs, or threatens to occur, then the Contractor will, except if the damage or threatened damage was or will be caused directly by 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, including Subcontractors), pay all costs incurred to comply with this Section 17.17.

## **18     STORAGE AND HANDLING OF MATERIALS**

### **18.1    Storage and Containment Facilities**

Prior to bringing any materials to the Site, the Contractor will have on Site and in place functional materials storage and containment facilities and spill response system acceptable to Hydro's Representative.

Without limiting any provision in this Section 18, the Contractor will ensure that:

- (a) the containment facilities required are of an adequate size and sufficient to contain any spillage of materials used by the Contractor at the Site;
- (b) in respect of environmentally sensitive materials, including paints, solvents, lubricants, fuels and hazardous wastes:
  - (i) large quantities of such materials will not be stored in close proximity to any waterways;
  - (ii) no more than two days' worth of such materials are stored in any environmentally sensitive areas; and
  - (iii) such materials are stored in a secure structure, protected from vandals, that will fully contain any spills and leaks; and
- (c) it has, readily available, adequate procedures, materials and equipment to contain and control any materials spillage into the environment.

### **18.2    Workplace Hazardous Materials Information System**

The Contractor will ensure that its products and materials on Site are:

- (a) accompanied by directions regarding the safe use of those products or materials;
- (b) are labelled in accordance with applicable Laws; and
- (c) are stored and maintained in a safe condition in accordance with manufacturers' instructions and applicable Laws.

### **18.3    Combustible Materials**

The Contractor will not allow wood, cardboard, packing material, form lumber and similar combustible debris to accumulate within or around the Contractor's Work Area, and will remove such materials as frequently as necessary to maintain a safe worksite and safe working environment, and in any event no less frequently than at the end of each shift.

The Contractor will ensure that oily rags and similar material susceptible to spontaneous ignition are stored in approved and labelled metal containers equipped with tight fitting lids and designed to contain a fire internally.

#### 18.4 Flammable Liquids

The Contractor will:

- (a) ensure that all fuel supplies for liquefied petroleum gas-fired heaters comply with NFPA 54, National Fuel Gas Code, and NFPA 58, Liquefied Petroleum Gas Code;
- (b) ensure that storage areas have appropriate fire suppression and fire mitigation systems in place prior to fill up and use of flammable liquids;
- (c) provide appropriate containment facilities for any spillage of flammable liquids; and
- (d) ensure that all tanks, containers, piping and delivery equipment used to store and handle flammable liquids are properly labelled and engineered and approved to contain all such products in use.

#### 18.5 Flammable and Combustible Gases

The Contractor will:

- (a) store and handle all combustible and flammable gases in accordance with NFPA 54, National Fuel Gas Code, and NFPA 58, Liquefied Petroleum Gas Code;
- (b) not permit open flames or smoking in any flammable gas storage areas;
- (c) construct flammable gas storage facilities out of non-combustible materials, and locate such facilities outside the Powerhouse;
- (d) ensure that oxygen cylinders are separated from combustible gases by a 2.1 m, non-combustible fire separation wall; and
- (e) ensure that outdoor compressed gas cylinder storage facilities are separated from flammable liquid storage facilities and liquefied petroleum gas storage facilities by at least 10 m.

#### 18.6 Liquefied Petroleum Gas (LPG)

The Contractor will:

- (a) store and handle any liquefied petroleum gas in compliance with the *Safety Standards Act Gas Safety Regulation* (British Columbia);
- (b) store liquefied petroleum gas cylinders outdoors, separated from other flammable liquids and compressed gases by least 10 m;
- (c) ensure that flammable or combustible materials are located at least 3 m from any liquefied petroleum gas appliance or cylinder; and
- (d) store liquefied petroleum gas cylinders that are not in use in an outdoor storage enclosure located at least 10 m from any building and ensure that flammable or combustible materials are located at least 15 m from any such outdoor storage enclosures.

### 18.7 FireSmart and Wildfires

The Contractor will:

- (a) ensure that its Work is carried out in compliance with the *Wildfire Act* (British Columbia) and the *Wildlife Regulation*, where applicable;
- (b) implement in the Contractor's Work Area FireSmart prevention measures where identified in the fire hazard assessment;
- (c) ensure accumulation of dry fuel, including non-merchantable or non-restoration related cleared vegetation, along the Project corridors is minimized to the extent feasible;
- (d) ensure fire-resistant construction materials are used where practical; and
- (e) ensure that the burning of cleared vegetative material is conducted in accordance with the *Open Burning Smoke Control Regulation* and environmental practices acceptable to Hydro's Representative.

### 18.8 Temporary Barriers

The Contractor will:

- (a) identify hazardous areas with temporary barriers, which may be warning signs, barriers, or approved yellow and black safety rope or tape;
- (b) tag such temporary barriers with the name and contact information of the Contractor's personnel who erected that barrier, and the purpose of that barrier; and
- (c) ensure that such barriers are not removed without the permission of the Contractor's personnel identified on the tag, or such other person as the Contractor's Representative may identify.

### 18.9 Lifting and Rigging

The Contractor will:

- (a) ensure that all lifting equipment provided or used by Contractor is designed, and Drawings sealed, by a Professional Engineer with experience designing such lifting equipment;
- (b) provide Qualified riggers for all rigging to be performed in respect of the Work;
- (c) produce rigging diagrams and lift plans for all lifts required by OHSR and for any lifts that:
  - (i) concern the safety of Contractor's personnel or any other personnel working in the Powerhouse;
  - (ii) concern any special floor loading or rigging considerations; or
  - (iii) may pose a risk to any equipment; and
- (d) ensure that any rigging diagrams or lift plans provided by the Contractor under Section 18.9 of this Schedule 2 [Design and Construction Protocols] is reviewed and sealed by a Professional Engineer with suitable experience preparing lifting and rigging procedures, without any additional compensation to Contractor.

### 18.10 Crystalline Silica

The Contractor will, no less than 14 days prior to the commencement of any Work at the Site, submit to Hydro's Representative for Review an assessment of hazards in connection with crystalline silica and an exposure control plan.

### 18.11 Work Stoppages due to Evacuations

Notwithstanding anything to the contrary in the Contract, the Contractor will not be entitled to any compensation from BC Hydro for any stoppage or interruption of the Work in connection with any evacuations of the Powerhouse if such evacuations were caused wholly or in part by the Contractor.

For certainty, if there is any stoppage or interruption of the Work in connection with any evacuations of the Powerhouse and such evacuations were not caused wholly or in part by the Contractor, the Contractor will be entitled to claim a Change pursuant to the provisions of Schedule 12 [Changes].

### 18.12 Requirements for Access Points and Roadways

The Contractor will ensure that the Contractor's Work Area, including any storage facilities, temporary structures, laydown areas and access roads, are accessible by fire response equipment by means of access points or roadways, and will ensure that each such access point or roadway will:

- (a) be located not less than 3 m and no more than 15 m from the building face;
- (b) have a clear width of not less than 6 m and not be obstructed in any manner, including by parked vehicles. For the purposes of this Section 18.12(b), the Contractor will use and maintain "No Parking" signs, other notices as may be appropriate, or both, prohibiting any such obstruction;
- (c) have a centreline radius not less than 12 m;
- (d) have an overhead clearance not less than 5 m;
- (e) have a change of gradient of not more than 1 in 12.5 over a minimum distance of 15 m;
- (f) be designed to support the expected loads imposed by fire response equipment;
- (g) be surfaced with concrete, asphalt or other material designed to permit accessibility under all climatic conditions;
- (h) have turnaround facilities for any dead-end portion of such roadway that is more than 90 m long; and
- (i) be connected to a public thoroughfare.

## **19 CONFIDENTIALITY AND COMMUNICATIONS**

### 19.1 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, operational or 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**”). For the purposes of this Section 19.1 Confidential Information will also include the executed copy of the Contract.

### 19.2 Permitted Disclosure

Notwithstanding Section 19.1 of this Schedule 2 [Design and Construction Protocols], 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 Others, 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; or
- (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 28 of this Schedule 2 [Design and Construction Protocols].

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 19 of this Schedule 2 [Design and Construction Protocols].

Prior to disclosing any Confidential Information to Others, BC Hydro will ensure that such Others are bound by agreements with BC Hydro containing confidentiality provisions substantially similar to those found in Section 19 of this Schedule 2 [Design and Construction Protocols].

### 19.3 Exceptions to Confidentiality Obligations

The obligations of confidentiality described in Section 19.1 of this Schedule 2 [Design and Construction Protocols] 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.

#### 19.4 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].

#### 19.5 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.

## **20 RECORDS AND AUDIT**

### 20.1 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].

### 20.2 Retention of Documents

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 proper and accurate accounts and records, including all agreements with Subcontractors, invoices, statements, Permits, manifests, receipts, vouchers, calculations, reports, data, time and material costing records with respect to the performance of the Work undertaken on a time and materials or cost-plus basis (and for certainty, excluding such documents with respect to the Contractor's prices for the fixed price portion of the Work), drawings, plans and other documents, in hard or electronic form, in respect of the Project and the performance of the Work, in accordance with Good Industry Practice.

### 20.3 Audit

The Contractor will, upon reasonable written notice, make all information described in Section 20.1 of this Schedule 2 [Design and Construction Protocols] available to Hydro's Representative and any of his or her nominees during the performance of the Contractor's obligations under the Contract and for the seven-year period described in Section 20.1 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, except that for the purposes only of BC Hydro's audit rights and without limiting any other right BC Hydro may have under the Contract, BC Hydro will not be entitled to:

- (a) the Contractor's prices for the fixed price portion of the Work;

- (b) financial statements except for those required from the Contractor and from the entity issuing the parent company guarantee; and
- (c) proprietary information that is not otherwise deliverable to BC Hydro under the Contract.

#### 20.4 Audit Not a Waiver

No audit conducted by Hydro's Representative or BC Hydro or any of their nominees 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.

## 21 INSURANCE

### 21.1 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].

### 21.2 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].

## 22 INDEMNIFICATION

### 22.1 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 resulting from or caused by 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.

### 22.2 Conduct of Claims

Without limiting Sections 22.1 and 22.5 of this Schedule 2 [Design and Construction Protocols], if an Indemnified Party becomes a party to a Claim for which indemnity may be sought under Sections 22.1 or 22.5 of this Schedule 2 [Design and Construction Protocols], 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 such defence in a reasonable commercial manner, 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 the defence;
- (b) if, after BC Hydro assumes conduct of a defence pursuant to Section 22.2(a) of this Schedule 2 [Design and Construction Protocols], 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 giving rise to a right of indemnity under Section 22.1 of this Schedule 2 [Design and Construction Protocols], provided that BC Hydro acted in good faith in reaching such judgment or settlement; and

- (c) with respect to indemnification sought under Section 22.1 of this Schedule 2 [Design and Construction Protocols], BC Hydro may, at BC Hydro's discretion, give instructions to the Contractor regarding the conduct of the defence of a Claim, in which event the Contractor will follow such instructions, provided that in such event BC Hydro will pay the Contractor the additional costs, if any, suffered or incurred by the Contractor as a result of such direction, including a higher cost of settlement or amount of award. If the applicable insurer of the Contractor refuses or denies coverage (in whole or in part) solely due to the Contractor following BC Hydro's instructions, then such loss in coverage which would have been paid under the applicable policy of insurance had the Contractor not followed BC Hydro's instructions will be deemed to be an additional cost recoverable by the Contractor against BC Hydro, provided that the Contractor has in all respects acted reasonably, including with respect to: (i) the Contractor's obligation to maintain insurance and to diligently pursue all claims; and (ii) providing notice to BC Hydro of any notice from the applicable insurer.

### 22.3 Separate Counsel

Where the Contractor has conduct of the defence of a Claim under Section 22 of this Schedule 2 [Design and Construction Protocols], 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.

### 22.4 Limitation on Settlement

Notwithstanding any other provision in the Contract, where the Contractor has conduct of the defence of a Claim, the Contractor will not conclude or agree to the settlement or resolution of such Claim without the prior written approval of Hydro's Representative, acting reasonably. Where the Contractor concludes or agrees to the settlement or resolution of a 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.

### 22.5 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 by the Contractor:

- (a) the Contractor will indemnify, hold harmless and assume the defence of, the Indemnified Parties in accordance with the provisions of Section 22 of this Schedule 2 [Design and Construction Protocols], from and against all third party Claims, including the 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 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 arising out of the breach by the Contractor of Section 28 of this Schedule 2 [Design and Construction Protocols]; and

- (b) without limiting the Contractor's obligations under Section 22.5(a) of this Schedule 2 [Design and Construction Protocols], 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, non-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; or
- (e) such Claim is compromised or settled without the Contractor's written consent.

## **23 LIMITATION OF LIABILITY**

### **23.1 Limitation of Liability**

Notwithstanding any other provision in the Contract, but subject to Section 23.2 and Section 23.3 of this Schedule 2 [Design and Construction Protocols], the Contractor's maximum aggregate liability to the Indemnified Parties for Claims relating to or arising out of the Contract, whether or not terminated, and whether arising in contract (including any termination or breach of contract), tort (including negligence), indemnity, by statute, as matters of strict or absolute liability, or from any other cause, will be limited to an amount equal to the aggregate of:

- (a) the Contract Price; plus
- (b) any insurance proceeds received or recoverable (or which would have been received or recoverable but for the default or other failure, act or omission on the part of the Contractor, the Contractor's Affiliates or any Subcontractor, or those for whom such Persons may in law be responsible) under any insurance policy:
  - (i) obtained and maintained; or
  - (ii) required to be obtained and maintained,

pursuant to the terms of Schedule 13 [Insurance] up to the minimum policy amount of the applicable policy required or provided under Schedule 13 [Insurance], excluding additional coverage, if any, obtained under Section 2(h) of Schedule 13 [Insurance] at the discretion of the Contractor.

### 23.2 Consequential Damages

Neither party is liable to the other party for that other party's own:

- (a) special, contingent, exemplary, punitive, indirect, incidental or consequential loss or damage;
- (b) loss of anticipated revenue, overhead or profit;
- (c) loss of production, business or contracts;
- (d) loss by reason of shutdowns, non-operation or increased costs of construction, manufacturing or operation; or
- (e) loss of business reputation or opportunities,

of any nature arising at any time or from any cause whatsoever relating to the Contract, and whether or not such losses or damages were foreseeable even if a party was advised of the possibility of them (collectively, "**Consequential Damages**").

For certainty, nothing in this Section 23.2 will apply to, or be interpreted so as to preclude or otherwise limit the following:

- (f) recovery of liquidated damages specified as payable to BC Hydro pursuant to the Contract Documents, if any; or
- (g) recovery by BC Hydro under any insurance policy that BC Hydro has obtained and maintains of any of the types of loss or damage described in Section 23.2(a) through Section 23.2(e) of this Schedule 2 [Design and Construction Protocols], if such losses or damages would be receivable, recoverable or claimable under any insurance policy. For certainty, the Contractor will not have access to any of BC Hydro's insurance coverage by virtue of this Section 23.2(g).

### 23.3 Exceptions to Limitation of Liability

Notwithstanding any other provision in the Contract, the limits on the Contractor's liability under Section 23.1 of this Schedule 2 [Design and Construction Protocols] will not apply to or limit the Contractor's responsibility and liability for, and the Contractor will be fully liable for:

- (a) Claims and Claim Costs relating to or arising out of Gross Negligence or willful, fraudulent, criminal or intentional misconduct on the part of the Contractor, the Contractor's Affiliates or any Subcontractor, or those for whom such Persons may in law be responsible;
- (b) third party Claims and the related Claim Costs relating to or arising out of personal injury, including death, property damage, to the extent caused by the Contractor, the Contractor's Affiliates or any Subcontractor, or those for whom such Persons may in law be responsible;
- (c) third party Claims and the related Claim Costs for any actual or alleged unauthorized disclosure, use or infringement of patent or intellectual, proprietary or industrial property rights howsoever caused (including by negligence) 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 such alleged or actual infringement is caused by BC Hydro or those Persons for whom it may in law be responsible; and
- (d) fines, penalties, and other liability to any Governmental Authority, and the related Claim Costs, to the extent resulting from or caused by any breach of any Laws or any Permits by the Contractor,

the Contractor's Affiliates or any Subcontractor, or those for whom such Persons may in law be responsible.

## **24**     **WARRANTY**

### 24.1     Design Warranty

The Contractor represents, warrants and guarantees that the Work for which a Total Completion certificate has been issued, or for which a Single Unit Total Completion certificate has been issued, has been designed in accordance with the design knowledge of an experienced Equipment engineer and manufacturer at the time of performance of the Work and in accordance with the requirements of the Contract Documents and is, and will continue to be, free from all defects, deficiencies and non-conformances arising from faulty design or application of the design in any part of the applicable Work which become apparent to BC Hydro within seven years from the earlier of:

- (a)     with respect to the Equipment in a single Unit, the earlier of:
  - (i)     the date the Unit commences Commercial Operation; or
  - (ii)    the date of Single Unit Total Completion for such Unit;
- (b)     with respect to all other Equipment, the date of the certificate of Total Completion; or
- (c)     in the event of a termination of the Contract in whole or in part for any reason, the effective date of the termination with respect to any Equipment that was fully installed prior to such date.

### 24.2     Materials and Workmanship Warranty

The Contractor represents, warrants and guarantees that the Work for which a Total Completion certificate has been issued, or for which a Single Unit Total Completion certificate has been issued, is, and will continue to be, free from all defects, deficiencies and non-conformances arising from faulty construction, manufacturing, installation, materials or workmanship in any part of the applicable Work which become apparent to BC Hydro within five years from the earlier of:

- (a)     with respect to the Equipment in a single Unit, the earlier of:
  - (i)     the date the Unit commences Commercial Operation; or
  - (ii)    the date of Single Unit Total Completion for such Unit;
- (b)     with respect to all other Work, the date of the certificate of Total Completion; or
- (c)     in the event of a termination of the Contract in whole or in part for any reason, the effective date of the termination with respect to any portion of the Work that was fully completed prior to such date.

### 24.3     Warranty for Early Use

If all or part of the Work, including any of the Units, has been placed into Commercial Operation prior to the issuance of the Total Completion certificate, the warranty period described in Section 24.1 of this Schedule 2 [Design and Construction Protocols] will be seven years from the date such Work went into Commercial Operation and the warranty period described in Section 24.2 of this Schedule 2 [Design and Construction Protocols] will be five years from the date such Work went into Commercial Operation.

#### 24.4 Warranty Repair

On written notice from BC Hydro under this Section 24.4 of any defects or latent defects discovered in the Work within the applicable warranty period, including in any equipment and materials incorporated into the Work, or other non-compliance with the Contract Documents covered by a warranty under Section 24 of this Schedule 2 [Design and Construction Protocols], given to the Contractor promptly following such defect or non-compliance becoming apparent, the Contractor will promptly, upon being given access to the Work by BC Hydro, commence to remedy such non-compliance, and any damage to the Work and any other work or equipment or property resulting from the non-compliance, and will without delay proceed to complete the repair and remedial work so that the Work is in compliance with the Contract Documents.

After completing such remedial Work the Contractor may apply to Hydro's Representative for approval of that remedial Work. Hydro's Representative will, no later than 14 days after the receipt of such an application, inspect the remedial Work and will, no later than a further seven days after the inspection, notify the Contractor in writing of the approval, or the reasons for refusal, of the application. If the application is refused, then the Contractor will address the reasons for refusal and may re-apply for approval of the remedial Work in accordance with this Section 24.4. If for any reason Hydro's Representative fails, within 30 days of an application by the Contractor under this Section 24.4, to approve or give reasons for the refusal of that application, Hydro's Representative will be deemed to have approved that application.

If any non-compliance with the Contract Documents covered by a warranty under Section 24 of this Schedule 2 [Design and Construction Protocols] is identified in respect of any Unit within the applicable warranty period, and if such non-compliance reasonably can be expected in respect of the other Unit(s), then the Contractor will remedy such non-compliance in respect of all the Units, whether or not Work on such other Unit(s) is in progress, has been completed, or has not yet begun, and whether or not such non-compliance is apparent in such other Unit(s), and whether or not the applicable warranty period described in Section 24.1, Section 24.2 or Section 24.5 of this Schedule 2 [Design and Construction Protocols] with respect to such other Unit(s) has expired, except to the extent that the Contractor can demonstrate to the satisfaction of Hydro's Representative acting reasonably that the applicable non-compliance does not exist, and will not arise, in connection with the other Unit(s).

If the remedial work cannot promptly be commenced and/or completed by the Contractor because of an interruption or unavailability of access because of the occurrence of any emergency circumstances or the commercial interests of BC Hydro, then the Contractor will use commercially reasonable efforts to recommend a temporary repair acceptable to BC Hydro and will carry out such a temporary repair in a timely manner and then complete the final repair promptly when full access is available. If BC Hydro for its commercial convenience delays providing access to the Contractor to complete the final repair then such delay will be a Change and any additional costs of the final repair resulting from such delay will be calculated under Schedule 12 [Changes].

If the Contractor reasonably determines that a temporary repair is not possible or advisable in the circumstances, it will promptly advise BC Hydro, providing reasons and a recommendation as to whether BC Hydro can safely continue to use and operate the Work without material risk of incurring additional incremental loss, damage, cost or expense beyond that already suffered as a result of the non-compliance. If BC Hydro continues to use the Work notwithstanding the Contractor's recommendation, then the Contractor will be relieved of all further warranty obligations to the extent of any incremental defects arising out of such continued use and operation of the Work.

The Contractor will carry out all remedial Work, including any temporary repair accepted by BC Hydro as provided above, at its own cost and without any right to reimbursement by BC Hydro with respect to such costs. 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 the defects, or in repairing such defects, will also be restored by the

Contractor in accordance with the first paragraph of this Section 24.4, without additional payment by BC Hydro, to a state at least as good as prior to the removal of or damage to that other work due to the defects, or prior to the repair to such defects. Nothing in this Section 24.4 will be interpreted as precluding BC Hydro from carrying out remedial Work as permitted under the Contract Documents.

The Contractor will not be liable for any losses, damages, costs or expenses suffered by BC Hydro as a result of the Contractor's inability to promptly commence and/or complete any remedial Work because of an unavailability or interruption of access, as provided above, not caused by any act, error or omission of the Contractor or any of its employees, agents, representatives or Subcontractors, or any other person for whom the Contractor is legally responsible.

#### 24.5 Warranty for Remedial Work

The warranties set out in Section 24.1 and Section 24.2 of this Schedule 2 [Design and Construction Protocols] will apply to all remedial Work performed under Section 24.4 of this Schedule 2 [Design and Construction Protocols]:

- (a) the Contractor performs; or
- (b) BC Hydro performs with the approval of the Contractor in an emergency,

and a new warranty period for such re-performed, repaired or replaced Work will commence from the date such re-performed, repaired or replaced Work is approved under Section 24.4 of this Schedule 2 [Design and Construction Protocols], and extend for the time period indicated in Section 24.1 and Section 24.2 of this Schedule 2 [Design and Construction Protocols] as applicable.

#### 24.6 Enforceability of Subcontractor Warranties

Without limiting the generality of Section 24.1 and Section 24.2 of this Schedule 2 [Design and Construction Protocols], the Contractor will:

- (a) cause all guarantees and warranties provided by Subcontractors and other Persons engaged by or through Subcontractors and who perform Work for or on behalf of the Contractor to be issued such that they may be enforceable directly by BC Hydro; and
- (b) at the expiration of all of its warranty obligations under this Contract, assign to BC Hydro all guarantees and warranties provided by Subcontractors and other Persons engaged by or through Subcontractors and who perform Work for or on behalf of the Contractor that are still in force at that time.

#### 24.7 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time following notice thereof, 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 24.4 of this Schedule 2 [Design and Construction Protocols], then BC Hydro may, at its option:

- (a) carry out the work using BC Hydro's own forces or Others, in a reasonable manner and, if the performance of that work is authorized by the Contractor, at the Contractor's sole cost and risk, and otherwise, at the Contractor's sole cost. 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 but subject to the provisions of Section 23 of this Schedule 2 [Design and Construction Protocols], 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 Site and returning equipment and materials to the Contractor.

#### 24.8 Removal of Defective Work

If the defect or damage to any part of the Work 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 items as are defective or damaged.

#### 24.9 Exclusive Remedies

Subject to Section 24.11 of this Schedule 2 [Design and Construction Protocols]:

- (a) Section 24 of this Schedule 2 [Design and Construction Protocols] sets out BC Hydro's exclusive remedies against the Contractor relating to defects in the Work, whether in contract or in tort (including negligence) or under any other legal theory, and whether arising out of warranties, conditions, representations, instructions, installations, failure of the Equipment to achieve the required Design Life or defects from any cause;
- (b) notwithstanding any other provision of the Contract, any related documents or applicable Law, the Contractor will have no liability to BC Hydro for any claim, demand, damage, or loss of whatsoever kind whether based on contract, warranty, indemnity, tort (including negligence), failure of the Equipment to achieve the required Design Life or other service life, strict liability or any other legal theory, made after the expiration of the warranty periods expressly provided for in Section 24.1, Section 24.2 or Section 24.5 of this Schedule 2 [Design and Construction Protocols], as applicable. Any claim brought in any manner after such date will be waived;
- (c) the warranties provided for in this Contract will not apply to any work performed by, or Equipment repaired by, anyone other than the Contractor, its Subcontractors, others for whom it is legally responsible or others whom the Contractor has expressly authorized to carry out such work, including BC Hydro, provided that the performance of such work follows the procedures set out by the Contractor in respect of that work, is supervised by the Contractor and is expressly approved by the Contractor. In no case will the Contractor be liable for, and the Contractor's warranty will not extend to, defects or faults caused by inappropriate care and storage of the Equipment by BC Hydro or a third party, unsuitable or improper use of the Equipment by BC Hydro or a third party without Contractor's express written consent, or any other cause not the responsibility of the Contractor, its Subcontractors or others for whom it is legally responsible, wear and tear, incorrect or careless handling by BC Hydro or a third party, unsuitable foundations or chemical, electro-chemical or electrical influences, all determined according to Good Industry Practice and acceptable industry practices; and
- (d) the Contractor's entire warranty with respect to the Work and the Equipment is set out in Section 24 of this Schedule 2 [Design and Construction Protocols]. Any and all other warranties, whether express or implied, statutory or at law or otherwise, including, without limitation, the warranties of merchantability and fitness for a particular purpose, are expressly excluded and disclaimed.

#### 24.10 Ultimate Limitation of Warranty Periods

Subject to Section 24.11 of this Schedule 2 [Design and Construction Protocols], in no event will any warranty obligation of the Contractor under Section 24 of this Schedule 2 [Design and Construction Protocols], including for latent defects, and including for remedial Work performed under Section 24.5 of this Schedule 2 [Design and Construction Protocols], extend for a period of more than 10 years from the original warranty commencement date, as set out in Section 24.1 and Section 24.2 of this Schedule 2 [Design and Construction Protocols] as applicable.

#### 24.11 Cavitation Warranty

Section 24.9 and Section 24.10 of this Schedule 2 [Design and Construction Protocols] do not apply with respect to the cavitation warranty described in Section 4.4 of Appendix 6-3 [Turbine Specifications], and such cavitation warranty is not limited by the expiry of any warranty period under Section 24 of this Schedule 2 [Design and Construction Protocols]. For certainty:

- (a) the waiver described in Section 24.9(b) of this Schedule 2 [Design and Construction Protocols]; and
- (b) the ultimate warranty period described in Section 24.10 of this Schedule 2 [Design and Construction Protocols],

do not waive any claims with respect to such cavitation warranty.

### **25 COMPLIANCE WITH LAWS AND BC HYDRO POLICIES AND PROCEDURES**

#### 25.1 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.

#### 25.2 Compliance with BC Hydro's Policies

The Contractor will, and will cause its employees, agents and Subcontractors to, comply with BC Hydro's Policies and Procedures as referenced in Appendix 2-1 of this Schedule 2 [Design and Construction Protocols], in the performance of the Work or any part of the Work.

### **26 PRIVACY**

#### 26.1 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.

#### 26.2 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 19 of this Schedule 2 [Design and Construction Protocols] will not apply in respect of any such Personal Information.

### 26.3 Default

The Contractor's failure to comply with its obligations under Section 26 of this Schedule 2 [Design and Construction Protocols] will be deemed to be a default under the Contract to which the provisions of Section 13.1 of this Schedule 2 [Design and Construction Protocols] will apply.

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

### 27.1 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 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.

### 27.2 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.

## **28 INTELLECTUAL PROPERTY**

### 28.1 Right of Use

The Contractor hereby grants to BC Hydro a perpetual, irrevocable, fully paid up and royalty-free license to:

- (a) use the Contractor's Drawings and the Intellectual Property owned or licensed by the Contractor and contained, embedded or disclosed in or otherwise existing in respect of, or used in the

production of, the Work for BC Hydro's own use in the installation, operation, maintenance, repair, upgrade or replace, any or all of the permanent Work, and, without relieving the Contractor of its obligations under the Contract to repair or replace any or all of the permanent Work, for BC Hydro's own use to complete the Work as contemplated by the Contract Documents;

- (b) without limiting any of BC Hydro's rights under the Contract at law or in equity and without relieving the Contractor of its obligations to repair or replace any or all of the permanent Work under Section 24 of this Schedule 2 [Design and Construction Protocols], reverse engineer any or all of the Work where the Contractor has failed to provide information required under the Contract or where the Contractor's Drawings, or any other information supplied by the Contractor is incomplete, or otherwise insufficient to permit BC Hydro to install, operate, maintain, repair, upgrade or replace, any or all of the permanent Work, including as a result of the Contractor not being obligated to provide the Contractor's Proprietary Drawings to BC Hydro; and
- (c) allow third parties employed or engaged by BC Hydro to have access to and use the Contractor's Drawings and Intellectual Property for the installation, operation, maintenance, repair, upgrade and replacement, of any or all of the permanent Work and to reverse engineer the Work as permitted under Section 28.1(c) of this Schedule 2 [Design and Construction Protocols], provided that such third parties employed or engaged by BC Hydro first agree with BC Hydro in writing not to use any of the Contractor's Drawings or Intellectual Property for any other purpose and to otherwise comply with BC Hydro's confidentiality obligations under Section 19 of this Schedule 2 [Design and Construction Protocols] with respect to the Contractor's Drawings and Intellectual Property,

with respect to the Work or, in the event of a termination of this Contract under Section 15.1 of this Schedule 2 [Design and Construction Protocols], any portion of the Work completed by the Contractor up to the time of termination.

## 28.2 Notice

BC Hydro will not exercise its right to reverse engineer any or all of the permanent Work under Section 28.1 of this Schedule 2 [Design and Construction Protocols] for the purposes of installing, operating, maintaining, repairing or upgrading any or all of the permanent Work, unless BC Hydro first gives notice to the Contractor stipulating information which BC Hydro requires in order to install, operate, maintain, repair or upgrade any or all of the permanent Work, and the Contractor:

- (a) fails to agree with BC Hydro for the Contractor to perform the installing, operating, maintaining, repairing or upgrading any or all of such Work, as required, on reasonable commercial terms; or
- (b) fails to deliver or otherwise make such information available within three Days after receipt of such notice.

## 28.3 Use for Replacement

BC Hydro will not exercise its rights under Section 28.1 of this Schedule 2 [Design and Construction Protocols] for the purposes of replacement of any or all of the Work (the "**Replacement Work**"), unless:

- (a) BC Hydro first gives notice to the Contractor of any Replacement Work required to be performed and:
  - (i) if the warranty period under Section 24 of this Schedule 2 [Design and Construction Protocols] has not expired and the Replacement Work is required due to a breach of the Contractor's warranty under Section 24 of this Schedule 2 [Design and Construction Protocols] and the Contractor has failed to perform the Replacement Work in accordance with Section 24 of this Schedule 2 [Design and Construction Protocols]; or

- (ii) if the warranty period under Section 24 of this Schedule 2 [Design and Construction Protocols] has expired or the Replacement Work is not required due to a breach of the Contractor's warranty under Section 24 of this Schedule 2 [Design and Construction Protocols], BC Hydro gives the Contractor a reasonable opportunity to submit pricing, contract terms and conditions, and a schedule for performance of the Replacement Work, and BC Hydro and the Contractor are then, within a reasonable time and following negotiations between the parties, unable to reach a mutually satisfactory agreement for the performance of the Replacement Work by the Contractor; or
- (b) at the time BC Hydro requires any Replacement Work to be performed, the Contractor is then insolvent, bankrupt, or has ceased manufacturing and supplying the types of equipment, or parts or components needed for the Replacement Work, or is otherwise unable to manufacture and supply the equipment, or parts or components needed for the Replacement Work within a reasonable time.

For clarity, the parties agree that for the purpose of Section 28.3(a)(ii) of this Schedule 2 [Design and Construction Protocols]: (i) contract terms and conditions substantially in accordance with the terms and conditions of the Contract, and pricing for the equipment, or parts or components to be supplied, which is representative of prices then being generally charged by the Contractor to similarly situated customers, will be deemed to be mutually satisfactory to the parties; and (ii) a "reasonable opportunity" and a "reasonable time" will be interpreted in the context of the circumstances giving rise to the required Replacement Work, including the existence of any safety or environmental hazards, the operating requirements of the British Columbia power system and the commercial interests of BC Hydro, and provided the immediately preceding requirements are given priority, the commercial interests of the Contractor.

## **29 MISCELLANEOUS**

### **29.1 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.

### **29.2 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, 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 29.2. 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.

### **29.3 BC Hydro's Duty to Mitigate**

In all cases where BC Hydro is 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) 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
- (c) alter the amount of any deductions it is entitled to make in accordance with Schedule 11 [Prices and Payment].

Upon request from the Contractor, BC Hydro will promptly submit a detailed description, supported by all such documentation as the Contractor may reasonably require, of the measures and steps taken by BC Hydro to mitigate and meet its obligations under this Section 29.3.

#### 29.4 Change of Law

If any Law that is directly applicable to the design or the manner of the performance of the Work is amended or comes into force 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 pursuant to the provisions of Schedule 12 [Changes].

#### 29.5 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.

#### 29.6 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.

#### 29.7 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.

#### 29.8 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.

#### 29.9 Attornment

Subject to Section 16 of this Schedule 2 [Design and Construction Protocols], 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.

#### 29.10 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 Law or at equity.

#### 29.11 Survival

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

- (a) Section 13.3 of this Schedule 2 [Design and Construction Protocols];
- (b) Section 13.4 of this Schedule 2 [Design and Construction Protocols];
- (c) Section 19 of this Schedule 2 [Design and Construction Protocols];
- (d) Section 20 of this Schedule 2 [Design and Construction Protocols];
- (e) Section 22 of this Schedule 2 [Design and Construction Protocols];
- (f) each other provision of the Contract Documents providing for indemnification of a party by the other party;
- (g) Section 23 of this Schedule 2 [Design and Construction Protocols];
- (h) Section 24 of this Schedule 2 [Design and Construction Protocols];
- (i) Section 28 of this Schedule 2 [Design and Construction Protocols];
- (j) Section 29 of this Schedule 2 [Design and Construction Protocols], with the exception of Section 29.4, which will not survive the termination, suspension, cancellation or expiration of the Contract; 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.

# SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

## APPENDIX 2-1

### BC HYDRO'S POLICIES AND PROCEDURES

The following are BC Hydro's Policies and Procedures which may be amended at any time and from time to time.

The Contractor is responsible to obtain and to comply with the most current form of such policies and procedures as of the Effective Date.

Code of Conduct guidelines applicable to BC Hydro contracts

[http://www.bchydro.com/toolbar/about/who\\_we\\_are/corporate\\_citizenship/code\\_of\\_conduct.html](http://www.bchydro.com/toolbar/about/who_we_are/corporate_citizenship/code_of_conduct.html)

Supplier Interaction Guidelines

<http://www.bchydro.com/about/suppliers/doing-business-with-bchydro.html>

Safety Standards and Regulations

<http://www.bchydro.com/about/suppliers/doing-business-with-bchydro/contractor-safety.html>

If a new version of any of the Code of Conduct, Supplier Interaction Guidelines or the Safety Standards and Regulations 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 comply with such new requirements.

Any changes to the Policies and Procedures will be considered a Change and 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 Code of Conduct.

**SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT**

[REDACTED]

[REDACTED]

[REDACTED]

**REDACTED**

## SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

### APPENDIX 2-3

#### PROJECT RELATED PERMITS

(See Section 6.4 of Schedule 2 [Design and Construction Protocols])

BC Hydro will obtain and maintain all Permits necessary for the implementation, construction and operation of the Project as a whole and which are not specific to the Work or the performance of the Work, including the following:

Name of Project Related Permit	General Description of Project Related Permit (See Note 1 below)	Activity and Location (See Note 1 below)	Statute	Issuing Agency	Date Permit Available for Contractor Use	Application and Project Related Permit Documents (See Note 1 below)	Permit Status (as of Effective Date)
Water Licence <b>(dated February 26, 2016 – 48 pages)</b>	Authority to divert and use surface water is obtained by a licence or approval in accordance with the statutory requirements of the <i>Water Act</i> .	Water Licence for Diversion & Storage – Dam Site Area and Reservoir	<i>Water Act</i>	The Comptroller of Water Rights	Issued	Application submitted by BC Hydro in 2008	Issued
Leaves to Commence Construction under Water Act	Issuance of Leaves to Commence Construction in accordance with water licence requirements	Water Licence for Diversion & Storage – Dam Site Area and Reservoir	<i>Water Act</i>	The Comptroller of Water Rights	Multiple dates	Leaves to Commence Construction once issued	Not issued
Temporary Licence of Occupation (LOC) – Dam Site <b>(dated July 7, 2015 – 24 pages)</b>	Land tenure for the construction of the Site C dam and associated structures and ancillary works	Construction activities at the dam site are described in the Dam Site Construction Activity Plan and permit application, and in the EIS Volume 1 Section 4.3-4.5.  The location of the project is described in EIS Volume 1 Section 4.1.	<i>Land Act</i>	FLNRO	Issued	Construction Activity Plan – Dam Site Area and Moberly River  <i>and</i> Appendix B – Dam Site LOC Permit Application	To be converted to a Licence of Occupation by June 2017

Note 1: The information in this column is provided for general reference and will not be interpreted as modifying or amending the scope or applicability of any of the Project Related Permits.

# SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

## APPENDIX 2-4

### WORKER ACCOMMODATION FACILITY STANDARDS

#### 1 INTERPRETATION

##### 1.1 Definitions

“**Visitor**” means any person who is given access to the Worker Accommodation Facility on request of BC Hydro for any reason, but is not given overnight sleeping accommodation, and for certainty is not a Guest.

#### 2 SPECIFICATIONS AND STANDARDS

The Worker Accommodation has been designed to aid in the attraction and retention of workers. The accommodation complex will provide Guests with a comfortable environment and choices.

##### 2.1 Rooms

Two types of guest rooms will be provided: standard guest rooms (Guest Room 1) and barrier-free guest rooms (Guest Room 2). At 13.5 net square metres (145 s.f.) in size, Guest Room 1 is the standard room. It accommodates a private washroom and shower, double XL bed, wardrobe, desk and chair, and adjustable wall-mounted 32” flat screen TV. At 18.5 net square metres (200 s.f.) in size, Guest Room 2 is intended for those requiring barrier-free access. It accommodates a private washroom and shower, double XL bed, wardrobe, desk and chair, and adjustable wall-mounted 32” flat screen TV along with the additional space required for barrier-free access. Guests will remove all belongings from their rooms when they leave on a turn around and will be able to store their packed belongings at the centrally located luggage storage provided.

##### 2.2 Amenities

Amenities will include recreational and fitness facilities, and are anticipated to include: a full-sized gymnasium; informal social spaces; games room; a movie theatre; a coffee shop and a commissary; a medical center; a licensed lounge which will be the only location where beer and wine can be purchased and consumed. The licensed lounge is open to Guests only. The worker accommodation will have a ‘managed wet’ liquor consumption policy. The accommodation complex will also include facilities that support specific needs of the Guest, including an Aboriginal gathering place.

##### 2.3 Food & Dining

As much as possible, the services provided will give Guests the ability to choose. The food and dining area consists of a servery, main seating areas and a lunch pickup area. The food and dining area is open to Guests and authorized Visitors only. Food menu items will rotate daily on a five week menu cycle with Guests being provided assorted hot breakfast and dinner options. Guest will also be provided prepared sandwich options and other assorted lunch menu items for bagged lunches.

##### 2.4 General

The Worker Accommodation facility will provide Guests with WiFi access throughout the facility. It is anticipated that Guest rooms will have a 32” flat-screen TV and sufficient outlets to power the devices that Guests will bring.

## 2.5 Security

Security will begin at the Site (means the location where the Site C Clean Energy Project is being constructed), which will be fenced and include a number of staffed security points. Vehicular traffic inside the worker accommodation area will be limited to vehicles of BC Hydro employees and contractors, and delivery vehicles.

The accommodation complex itself will be zoned into Guest and Visitor zones, with the area for Visitors limited to the reception desk and entrance, Aboriginal gathering place, training room and in most cases the dining facilities. Guests will be issued access cards that control access to the remaining portions of the facility.

A dedicated Worker Accommodation security office will be staffed by stationed and roaming personnel. These personnel will be able to monitor CCTV cameras in key locations.

## 2.6 Parking

Long-term parking will be provided for the personal vehicles of Guests and workers at the Site that are not Guests but require parking for only the day. Long-term parking will be located near the accommodation buildings. Parking for the work vehicles of contractors will be provided at the accommodation buildings.

# SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

## APPENDIX 2-5

### SHAREPOINT TECHNICAL REQUIREMENTS FOR CONTRACTORS

#### 1 TECHNICAL REQUIREMENTS

The Contractor must have Internet Explorer 8, 32-bit to properly use all the functionality on the Site C Document Control SharePoint site. Other browser versions may be only partially supported or not 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: 517819 06-[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: 517819 06-[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.

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Technical Requirements for Contractors]

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 2-5 [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.

**SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT**

**APPENDIX 2-6**

**BC HYDRO PROPERTY**

None contemplated.