

BC HYDRO SITE C CLEAN ENERGY PROJECT

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

for the Site C Clean Energy Project

Schedule 5

Submittals Procedure

GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

SCHEDULE 5

SUBMITTALS PROCEDURE

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GENERATING STATION AND SPILLWAYS CIVIL WORKS CONTRACT

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SUBMITTALS PROCEDURE

1 INTERPRETATION

1.1 Definitions

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

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

“**Area and Component Hierarchy-ACH**” means the document entitled “Area and Component Hierarchy-ACH”, a copy of which is available in the Data Room (Data Room ID# 1016.REF.01319), as it may be amended from time to time;

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

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

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

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

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

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

“**For Information Only**” has the meaning set out in Section 4.3 of this Schedule 5 [Submittals Procedure];

“**Proceed Subject to Conditions**” has the meaning set out in Section 3.1(b) of this Schedule 5 [Submittals Procedure];

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

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

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

“**Submittal Register**” has the meaning set out in Section 2.8 of this Schedule 5 [Submittals Procedure];
and

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

1.2 Interpretation

In this Schedule 5 [Submittals Procedure] a reference to “Submittal” will, as the context may require, be interpreted to refer to an individual Document or to a specific part of a Submittal or Document.

2 GENERAL

2.1 Submittals

For any document, information or data (including plans, drawings, design submittals, calculations, procedures, reports, manuals, photographs, videos, inspection records, measurements, test data, test results and other written or graphic information, describing the Work or the performance of the Work), required to be prepared, or prepared and submitted to BC Hydro, including Hydro's Representative, by or on behalf of the Contractor under the Contract from time to time (each, a "**Submittal**"), the provisions of this Schedule 5 [Submittals Procedure] will apply.

For certainty, a Submittal does not include Administrative Correspondence. Except as provided in Section 4.3 of this Schedule 5 [Submittals Procedure], Administrative Correspondence is not subject to this Schedule 5 [Submittals Procedure].

2.2 Submittal Content

A Submittal:

- (a) may be comprised of one or more Documents, including drawings, explanatory documents, calculations, procedures, methods, reports, manuals, photographs, videos, inspection records, measurements, test data, test results or other written or graphic information;
- (b) will cover a single topic and be comprised only of Documents that are related to that topic;
- (c) will include all information as specifically required in the Contract, and except as may be expressly required otherwise, will be sufficiently complete to provide information to BC Hydro as the context may reasonably require so that BC Hydro can assess whether the information conforms to the requirements of the Contract; and
- (d) if applicable, will include a detailed revision history sheet for each Document comprising that Submittal, including a specific cross-reference to all previously submitted versions/revisions of those Submittals, or Documents, so as to include required information.

2.3 Submittal Requirements

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

- (a) submit each Submittal within the time periods as may be specified in the Contract and the Submittal Schedule, or if no time period is specified in the Contract within the time period as specified in writing by Hydro's Representative, acting reasonably;
- (b) deliver all Submittals in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure];
- (c) write all written text in any Document, contained in a Submittal in English, or else provide in that Document accurate translations in English for any and all written text that is written in any other language;
- (d) subject to an express requirement in the Contract relating to the Submittal, including any requirement that the Submittal be provided in hard copy or as a physical object, and except as may be permitted by Hydro's Representative in writing, submit all Documents in the latest version of:
 - (i) the applicable electronic format as set out in the Contract; or

- (ii) both Adobe Acrobat [.pdf] and native format if not explicitly set out in the Contract;
- (e) submit each Submittal separately, and not combined with another Submittal;
- (f) include with each Submittal a Transmittal cover sheet that sets out:
 - (i) a unique tracking number for the Submittal, to identify the Submittal separately from all other Submittals;
 - (ii) the Contract Number;
 - (iii) the date of the Submittal;
 - (iv) a list of all Documents forming part of the Submittal, including:
 - (A) all Documents and other information and data included with, or required for, the interpretation of the Submittal;
 - (B) details of all attachments and other Documents, information and data incorporated by reference; and
 - (C) the appropriate "Area and Component Hierarchy" labels chosen from each of columns 1a_area, 1b_area, 2a_component, 2b_component, 3a_subcomponent, 3b_subcomponent, of the latest version of the Area and Component Hierarchy-ACH;
 - (v) the designation of the Submittal, or as may be required an individual Document, as one of the following:
 - (A) "For Review" if in accordance with the Contract it is submitted pursuant to Section 4.1 of this Schedule 5 [Submittals Procedure];
 - (B) "For Consent" if in accordance with the Contract it is submitted pursuant to Section 4.2 of this Schedule 5 [Submittals Procedure]; or
 - (C) "For Information Only" if in accordance with the Contract it is submitted pursuant to Section 4.3 of this Schedule 5 [Submittals Procedure];
 - (vi) a brief description of the purpose of the Submittal, including reference to the relevant provision(s) of the Contract under which it is being submitted; and
 - (vii) for each Document included in the Submittal, as applicable:
 - (A) version/revision number of the Document; and
 - (B) details of any previous Document(s) that will be superseded by the new Document(s) (other than previous versions/revisions of those Documents);
- (g) include the names of the Contractor Personnel involved in preparing and reviewing the Submittal, or as appropriate individual Documents forming part of the Submittal, and the signature of the Contractor's representative responsible for the preparation of the Submittal or the Document(s);
- (h) cause each Submittal, or as appropriate individual Documents forming part of the Submittal, to be signed or sealed by persons with appropriate professional designations (the "**Professional of Record**" or "**PoR**") to the extent signing or sealing of the document is required under the

Contract, the *Engineers and Geoscientists Act* (British Columbia), other applicable Laws, Permits or Good Industry Practice. For professional engineering, a Professional of Record is a Professional Engineer registered and licensed to practice professional engineering in British Columbia. The seal will always be signed, dated and be applied in a prominent location. The terms “seal” and “stamp” are interchangeable;

- (i) compile and maintain a real-time register of the following information for all Submittals, in accordance with Section 2.8 of this Schedule 5 [Submittals Procedure]:
 - (i) the actual submission date in accordance with Section 2.2 of Schedule 2 [General Conditions];
 - (ii) content and status including, as applicable, Hydro’s Representative’s endorsement(s) in respect of each such Submittal, Document or part thereof; and
 - (iii) the unique tracking number for the Submittal;
- (j) ensure that each Submittal is accurate, complete and legible and includes all pertinent information required to demonstrate conformance of the Submittal and the applicable Work with the Contract, including:
 - (i) submissions required by the Contract;
 - (ii) calculations, designs, procedures, methods, design or construction information, safety information, environmental information, standards, specifications, plans, drawings, videos, inspection records, measurements, test data, test results, graphs, sketches, models, reports and other materials, including all eye readable or computer or other machine readable data; and
 - (iii) other relevant explanatory documents and backup information as may be reasonably required for the consideration or interpretation of the Submittal, including copies of applicable Permits, authorizations and approvals.

2.4 Re-Submittals

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

Where a Submittal, or any individual Document in a Submittal, is revised, updated or otherwise re-submitted, the Contractor will clearly identify on the Submittal or Document all revisions from the previous version or revision so as to enable a reviewer to quickly and easily identify each revision. Means of identifying revisions may include use of different colours of text, use of a software revision tracking tool, encircling drawing revisions with cloud markings, with associated revision number identifiers, or other methods acceptable to Hydro’s Representative, acting reasonably.

2.5 Delivery of Submittals by Contractor

The Contractor will deliver Submittals as follows:

- (a) except as may be expressly directed or permitted otherwise in the Contract, the Contractor will submit all Submittals to Hydro’s Representative by way of delivery of the Submittal, including all Documents in the Submittal, in accordance with Section 2.1 of Schedule 2 [General Conditions], and no Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the Submittal or related correspondence is so delivered; and

- (b) for the purposes of the delivery of a Submittal electronically under Section 2.5(a) of this Schedule 5 [Submittals Procedure], Section 2.2 of Schedule 2 [General Conditions] will apply.

2.6 Submittal Schedule

The Contractor will:

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

in each case taking into account as applicable from time to time the volume and complexity of the Submittals and the resources reasonably necessary to consider such Submittals; and
- (c) provide the Submittal Schedule in Excel [.xlsx] format.

2.7 Submittal Schedule Updates

The Contractor will update the Submittal Schedule to include the planned resubmission dates for any Submittals that are required to be resubmitted to BC Hydro in accordance with this Schedule 5 [Submittals Procedure], and to include the assigned BC Hydro Document Numbers upon receipt of the assigned numbers from BC Hydro as may be required from time to time, at a minimum no less than every 90 days, so that the Submittal Schedule is at all times an accurate and complete record of the Contractor's obligations with respect to Submittals including:

- (a) to substitute revised dates or information as may be permitted by the Contract; and

- (b) to include information relating to new Submittals as may be required by BC Hydro from time-to-time, acting reasonably.

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

The Contractor will not implement any proposed updates to the Submittal Schedule until the applicable updates have been submitted for Review and returned with an endorsement confirming that BC Hydro has no objection to the proposed updates.

2.8 Submittal Register

Within 90 days after the Effective Date, the Contractor will establish a system to provide Hydro's Representative with "real-time" access to a register of Submittals (the "**Submittal Register**"), which will:

- (a) be operated and maintained by the Contractor until Total Completion; and
- (b) comprise a single repository containing the information set out in Section 2.3(i) of this Schedule 5 [Submittals Procedure] for each Submittal.

2.9 No Proceeding

The Contractor may not proceed with any portion of the Work that is specifically the subject of a Submittal required to be submitted for Review or Consent until the applicable Submittal has been returned with an endorsement confirming that BC Hydro has no objection.

2.10 Informal Feedback

The parties acknowledge the value to the success of the Project of BC Hydro being able to provide and the Contractor being able to receive early, informal, input, comments, suggestions and other feedback with respect to the Work and the Submittals required under the Contract. As such, the parties acting reasonably agree that:

- (a) the Contractor may from time-to-time: (i) provide draft versions of Submittals to BC Hydro for consideration on an informal basis; and (ii) seek input, comments, suggestions or other feedback from BC Hydro with respect to draft Submittals and other aspects of the Work, provided that the Contractor will only be bound by final, accepted Submittals and not by any statements or feedback provided by the Contractor during the informal feedback process;
- (b) BC Hydro may provide input, comments, suggestions and other feedback to the Contractor with respect to any draft Submittals provided by the Contractor or any other aspects of the Work;
- (c) BC Hydro's consideration of a draft Submittal pursuant to this Section 2.10 will: (i) be informal; (ii) only be used to inform BC Hydro of the development of the applicable Submittal and provide an opportunity for dialogue before the applicable Submittal is complete; and (iii) will not be subject to the Review or Consent procedures; and
- (d) BC Hydro may provide input, comments, suggestions or other feedback orally or in writing and, upon request by Hydro's Representative, the Contractor will organize and attend review meetings to discuss BC Hydro's input, comments, suggestions or other feedback.

Notwithstanding any other provision of this Contract, under no circumstances will any input, comments, suggestions or other feedback provided by BC Hydro, or the failure or refusal of BC Hydro to provide any input, comments, suggestions or other feedback, pursuant to this Section 2.10:

- (e) constitute a Change or otherwise entitle the Contractor to make a claim for additional compensation or an extension of time for the performance of the Work;
- (f) relieve or exempt the Contractor or any other Contractor Person from any of its or their obligations and liabilities under the Contract, at law or in equity;
- (g) constitute a waiver or release by BC Hydro of any duty or liability owed by the Contractor or any other Person to BC Hydro, or of any indemnity given by the Contractor to BC Hydro under the Contract;
- (h) create or impose any requirement, liability, covenant, agreement or obligation on BC Hydro;
- (i) entitle the Contractor to make any Claim against BC Hydro for, or to recover from BC Hydro, any losses or damages; or
- (j) limit BC Hydro's right to identify Nonconformities relating to any Submittal or its implementation.

3 SUBMITTAL ENDORSEMENTS

3.1 Review and Consent Endorsements

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

- (a) **"Accepted"** or **"Code 1"**, which will be deemed to mean that Hydro's Representative did not observe any aspect or element of the Submittal that did not comply with the Contract and accordingly saw no reason why the Contractor should not proceed with that portion of the Work that is specifically the subject of the Submittal;
- (b) **"Proceed Subject to Conditions"** or **"Code 2"**, which will be deemed to mean that, subject to the comments or objections as noted in writing by Hydro's Representative, Hydro's Representative did not observe any aspect or element of the Submittal that did not comply with the Contract and accordingly, subject to the Contractor satisfying all specified conditions, saw no reason why the Contractor should not proceed with that portion of the Work that is specifically the subject of the Submittal; or
- (c) **"Do Not Proceed - Re-Submit as Noted"** or **"Code 3"**, which will be deemed to mean that, because of the noted portion(s) of the Work covered by the Submittal which Hydro's Representative is of the opinion do not comply with the Contract, the Contractor may not proceed with the portion of the Work that is specifically the subject of the Submittal.

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

Notwithstanding anything to the contrary in this Schedule 5 [Submittals Procedure]:

- (d) if a Submittal is made up of more than one Document, Hydro's Representative may endorse any individual Document, or any part thereof, in accordance with this Section 3.1 as if it was a Submittal;

- (e) Hydro's Representative may provide different endorsements in respect of different parts of a Submittal, or individual Document, in accordance with this Section as if each part was a Submittal;
- (f) Hydro's Representative has the right, at its option, to impose conditions to the acceptance of a Submittal, which conditions will be required to be reasonable having regard to the relevant circumstances save in the case of a Submittal that is specified to be subject to discretion; and
- (g) a reference in this Contract to BC Hydro having "no objection" with respect to a particular matter means that the Submittal(s) relating to that matter has been submitted in accordance with this Schedule 5 [Submittals Procedure] and:
 - (i) returned endorsed "Accepted" or "Deemed Accepted"; or
 - (ii) returned endorsed "Proceed Subject to Conditions", but only to the extent that: (A) the portion(s) of the Submittal(s) relating to that particular matter is not subject to any conditions noted in writing by Hydro's Representative; or (B) where Hydro's Representative has noted any conditions with respect to the portion(s) of the Submittal(s) relating to that particular matter, the Contractor has complied with Section 4.1(f) or Section 4.2(f) of this Schedule 5 [Submittals Procedure], as applicable.

3.2 Delivery of Endorsed Submissions by BC Hydro

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

- (a) except as may be expressly directed or permitted otherwise in the Contract, Hydro's Representative will deliver the Submittal to the Contractor in accordance with Section 2.1 of Schedule 2 [General Conditions], and no endorsement, including any comment or objection raised by Hydro's Representative, on a Submittal or related correspondence will be of effect, or may be relied on by either party, unless and until the endorsed Submittal or related correspondence is so delivered; and
- (b) for the purposes of the delivery of an endorsed Submittal electronically under Section 3.2(a) of this Schedule 5 [Submittals Procedure], Section 2.2 of Schedule 2 [General Conditions] will apply.

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

3.3 Disputes Regarding a Submittal

If the Contractor disputes Hydro's Representative's interpretation of the Contract with respect to a "Proceed Subject to Conditions" endorsement or a "Do Not Proceed - Re-Submit as Noted" endorsement on a Submittal delivered by Hydro's Representative under this Schedule 5 [Submittals Procedure], then the Contractor's Representative must, within seven days of the Contractor's receipt of such endorsement, refer the Dispute to the Dispute Resolution Procedure.

In the event of such Dispute:

- (a) the Contractor will not proceed with that portion of the Work that is specifically the subject of the disputed endorsement prior to the completion of the Dispute Resolution Procedure, unless:

- (i) the Contractor accepts BC Hydro's interpretation of the Contract, withdraws the Dispute and terminates the Dispute Resolution Procedure; or
 - (ii) BC Hydro gives a direction to the Contractor under Section 3.4 of Schedule 14 [Dispute Resolution Procedure];
- (b) if the Contractor determines that in order to maintain compliance with the Work Program and Schedule it is necessary for it to proceed in respect of the matter that is in Dispute, then following written notice to BC Hydro the Contractor will proceed in accordance with the applicable endorsement, and the provisions of Section 3.4 of Schedule 14 [Dispute Resolution Procedure] will be deemed to apply; and
- (c) if it is resolved in accordance with the Dispute Resolution Procedure and it is determined that there was no basis, on the grounds permitted by the Contract, upon which BC Hydro was permitted to comment, object or reject (including a deemed rejection pursuant to Section 4.2(c) of this Schedule 5 [Submittals Procedure]) the applicable Submittal, then:
- (i) the Contractor will mark one copy of the applicable Submittal "Deemed Accepted" and deliver it to Hydro's Representative For Information Only;
 - (ii) the applicable Submittal will thereafter be deemed to have been endorsed "Code 1"; and
 - (iii) delays to the completion of the Work resulting directly from the provision of such comments or objections with respect to, or rejection of, the applicable Submittal, will constitute a BC Hydro Delay and the provisions of Section 12.1 of Schedule 2 [General Conditions] will apply.

If the Contractor disputes Hydro's Representative's interpretation of the Contract with respect to a "Proceed Subject to Conditions" endorsement or a "Do Not Proceed - Re-Submit as Noted" endorsement on a Document, or on a part of a Submittal or Document, delivered by Hydro's Representative under this Schedule 5 [Submittals Procedure], then the Contractor's Representative must refer the Dispute to the Dispute Resolution Procedure in accordance with this Section 3.3 as if that Document, or the part of a Submittal or Document, was a Submittal.

4 REVIEW, CONSENT AND FOR INFORMATION ONLY

4.1 Review

The following procedure (collectively, "**Review**") will apply where the Contract requires that a Submittal is to be submitted for BC Hydro's Review:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];
- (b) Hydro's Representative will, within 21 days (or such other period as may be specified in the Contract) of receipt of the Submittal, return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one, or more, of the three endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure];
- (c) subject to Section 5.1 of this Schedule 5 [Submittals Procedure], if Hydro's Representative fails to return any Submittal or Document forming part of the Submittal duly endorsed as described by Section 3.1 of this Schedule 5 [Submittals Procedure] within the time set out in Section 4.1(b) of this Schedule 5 [Submittals Procedure], the Contractor will mark one copy of the Submittal or Document "Deemed Accepted" and deliver it to Hydro's Representative in accordance with

Section 2.5 of this Schedule 5 [Submittals Procedure], and the Submittal or Document will thereafter be deemed to have been endorsed "Accepted";

- (d) subject to Section 3.3 of this Schedule 5 [Submittals Procedure], the Contractor will comply with the direction of an endorsement as described in Section 3.1 of this Schedule 5 [Submittals Procedure],

and, for certainty:

- (e) the Contractor will promptly deliver to Hydro's Representative for Review electronic copies of all Submittals that, pursuant to the endorsements, have been modified by the Contractor for Review, provided that, in respect of those portions of a Submittal that have been previously endorsed by Hydro's Representative under Section 3.1(b) of this Schedule 5 [Submittals Procedure] only, the time for BC Hydro's consideration of the re-submitted Submittal under Section 4.1(b) of this Schedule 5 [Submittals Procedure] will be 14 days;
- (f) in respect of those portions of the Work that are specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(b) of this Schedule 5 [Submittals Procedure], the Contractor will not proceed with any portion of the Work that is specifically the subject of that Submittal unless the Contractor has first:
- (i) provided an unconditioned written acceptance of each of the conditions specified in the endorsement; and
 - (ii) fulfilled each of the conditions specified in the endorsement, including, where applicable resubmission of the applicable Submittal; and
- (g) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(c) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract to be re-submitted for Review, the Contractor will not proceed with any such Work prior to that Submittal being returned with an endorsement confirming that BC Hydro has no objection.

4.2 Consent

The following procedure (collectively, "**Consent**") will apply where the Contract requires that a Submittal is to be submitted for BC Hydro's Consent:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];
- (b) Hydro's Representative will, within 30 days (or such other period as may be specified in the Contract) of receipt of the Submittal, return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one, or more, of the three endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure];
- (c) subject to Section 5.1 of this Schedule 5 [Submittals Procedure], if Hydro's Representative fails to return any Submittal or Document forming part of the Submittal duly endorsed as described by Section 3.1 of this Schedule 5 [Submittals Procedure] within the time set out in Section 4.2(b) of this Schedule 5 [Submittals Procedure], that Submittal, or Document as the case may be, will be deemed to have been endorsed "Code 3" by BC Hydro and the Contractor will mark one copy of the Submittal or Document "Deemed Code 3" and deliver it to Hydro's Representative in accordance with Section 2.5 of this Schedule 5 [Submittals Procedure];

- (d) subject to Section 3.3 of this Schedule 5 [Submittals Procedure] the Contractor will comply with the direction of an endorsement as described in Section 3.1 of this Schedule 5 [Submittals Procedure],

and, for certainty:

- (e) the Contractor will promptly deliver to Hydro's Representative for Consent electronic copies of all Submittals that, pursuant to the endorsements, have been modified by the Contractor for Consent, provided that, in respect of those portions of a Submittal that have been previously endorsed by Hydro's Representative under Section 3.1(b) of this Schedule 5 [Submittals Procedure] only, the time for BC Hydro's consideration of the re-submitted Submittal under Section 4.2(b) of this Schedule 5 [Submittals Procedure] will be 21 days;
- (f) in respect of those portions of the Work that are specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(b) of this Schedule 5 [Submittals Procedure], the Contractor will not proceed with any portion of the Work that is specifically the subject of that Submittal unless the Contractor has first:
- (i) provided an unconditioned written acceptance of each of the conditions specified in the endorsement; and
 - (ii) fulfilled each of the conditions specified in the endorsement, including, where applicable resubmission of the applicable Submittal; and
- (g) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed by Hydro's Representative under Section 3.1(c) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract to be re-submitted for Consent, the Contractor will not proceed with any such Work prior to Hydro's Representative returning that Submittal with an endorsement confirming that BC Hydro has no objection; and
- (h) in respect of that portion of the Work that is specifically the subject of a Submittal, which Submittal has been endorsed "Code 3" pursuant to Section 4.2(c) of this Schedule 5 [Submittals Procedure] and which Submittal is then required by the Contract to be re-submitted for Consent, BC Hydro will, within 14 days of receipt of such re-submitted Submittal, return the Submittal to the Contractor, by delivering the Submittal as described in Section 3.2 of this Schedule 5 [Submittals Procedure], endorsed with one, or more, of the three endorsements set out in Section 3.1 of this Schedule 5 [Submittals Procedure], and the remainder of Section 4.2 of this Schedule 5 [Submittals Procedure] will apply to such re-submitted Submittal.

4.3 For Information Only

The following procedure (collectively, "**For Information Only**") will apply where the Contract requires that a Submittal is to be submitted to BC Hydro For Information Only:

- (a) the Submittal will be submitted in accordance with Section 2 of this Schedule 5 [Submittals Procedure];
- (b) Hydro's Representative may, but will not be obligated to, review or consider the Submittal at the convenience of Hydro's Representative; and
- (c) the Submittal will not be subject to Review or Consent, provided that where Hydro's Representative elects to review or consider a For Information Only Submittal, Hydro's Representative may (subject to Section 5.1 of this Schedule 5 [Submittals Procedure]) endorse and return a copy of the relevant Submittal in accordance with Section 3 of this Schedule 5 [Submittals Procedure], in which case the Contractor will comply with the direction of the

endorsement, as described in Section 3.1 of this Schedule 5 [Submittals Procedure] and Sections 4.1(e), 4.1(f) and 4.1(g) of this Schedule 5 [Submittals Procedure] will apply as if the Submittal had been submitted for Review.

All Administrative Correspondence prepared by the Contractor will be submitted to BC Hydro For Information Only in accordance with this Schedule 5 [Submittals Procedure] unless expressly required otherwise in the Contract.

4.4 Submittals Deemed for Review

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

5 GENERAL TERMS

5.1 General Grounds for Objection or Rejection

Subject to Section 2(k) of Schedule 1 [Definitions and Interpretation], Hydro's Representative may, acting reasonably, make comments or objections in relation to, or reject, a Submittal on the grounds that the Submittal:

- (a) does not comply with, does not conform to, conflicts with, or is inconsistent with the requirements of the Contract;
- (b) is inconsistent with, or conflicts with, the contents, requirements or procedures described in a previously submitted related Submittal to which BC Hydro had no objection in accordance with this Schedule 5 [Submittals Procedure];
- (c) is not in compliance with Good Industry Practice;
- (d) does not conform with the requirements of the applicable Submittal Schedule;
- (e) does not include the required content and does not comply with the other Submittal requirements as required under Sections 2.2 and 2.3 of this Schedule 5 [Submittals Procedure]; or
- (f) would if implemented be expected to:
 - (i) endanger public safety; or
 - (ii) give rise to a breach, or be in breach, of Laws or Permits.

5.2 Request for Further Information

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

- (a) the Contractor will, in a form that facilitates BC Hydro's use of the additional information:
 - (i) no later than seven days following such request, submit to Hydro's Representative such further or other information, data and documents; and
 - (ii) take all such steps as may be required to satisfy Hydro's Representative that the proposed information, data and documents or the Contractor's proposed course of action complies with the Contract; and

- (b) the time periods referred to in Section 4.1 or Section 4.2 of this Schedule 5 [Submittals Procedure], as the case may be, will not commence to run until such time as Hydro's Representative has received the requested information, data or documents from the Contractor. The Contractor may request confirmation of receipt for the purposes of confirming the commencement of a time period.

5.3 Right to Require Work to be Corrected

Without limiting Section 2.9 of this Schedule 5 [Submittals Procedure], if the Contractor proceeds with a portion of the Work that is specifically the subject of a Submittal, including without limitation any subsequent design, fabrication, assembly, construction or installation, prior to receiving the applicable Submittal, Document, or part thereof, as the case may be, endorsed "Accepted", then Hydro's Representative may:

- (a) direct the Contractor to uncover or disassemble and make good such Work at no extra cost or expense to BC Hydro and the provisions of Section 3.16(k) of Schedule 2 [General Conditions] will apply; or
- (b) direct the Contractor to make changes to the design or completed fabrication, assembly, construction or installation to the extent permitted under the Contract and make good such Work at no extra cost or expense to BC Hydro and the provisions of Section 3.16(k) of Schedule 2 [General Conditions] will apply.

5.4 Review and Consent no Waiver

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

- (a) relieve or exempt the Contractor or any other Contractor Person from any of its or their obligations and liabilities under the Contract, at law or in equity;
- (b) constitute a waiver or release by BC Hydro of any duty or liability owed by the Contractor or any other Person to BC Hydro, or of any indemnity given by the Contractor to BC Hydro under the Contract;
- (c) create or impose any requirement, liability, covenant, agreement or obligation on BC Hydro;
- (d) entitle the Contractor to make any Claim against BC Hydro for, or to recover from BC Hydro, any losses or damages; or
- (e) limit BC Hydro's right to identify Nonconformities relating to any Submittal or its implementation.

Without limiting the generality of the foregoing, if, at any time after Hydro's Representative has endorsed a Submittal Code 1 or Code 2, BC Hydro discovers that any aspect of the Submittal or the Work to which the Submittal relates does not conform to the requirements of the Contract, then Hydro's Representative may re-code the Submittal and issue a Nonconformity Report in accordance with Schedule 8 [Quality Management], and, subject to the Contractor's rights to dispute under the Dispute Resolution Procedure, the Contractor will, at no extra cost or expense to BC Hydro, correct the non-compliant Submittal and re-submit it to Hydro's Representative for Review or Consent, as applicable, and correct any corresponding Nonconformity, including removing, replacing or making good any nonconforming Work.

5.5 Changes

With respect to BC Hydro's Review and Consent:

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