

SCHEDULE 2: REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE

**SCHEDULE 2
REPRESENTATIVES, REVIEW PROCEDURE AND CONSENT PROCEDURE**

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**PART 1
PROVINCE'S REPRESENTATIVE**

1.1 Appointment of Province's Representative

- (a) The Province has appointed the Province's Representative to act as its agent in relation to the Project, including in relation to Design, Construction and all other aspects of the Work and the financing of the Project. The Province's Representative shall be entitled to exercise the functions set out in Section 1.3 [Functions of Province's Representative] of this Schedule.
- (b) During any period when there is no Province's Representative, the functions which would otherwise be performed by the Province's Representative shall be carried out by such other person as the Province may designate by notice to the Primary Contractor, and such other person shall be treated in all respects as the Province's Representative under this Agreement during such period. The Province shall use all reasonable efforts to give reasonable advance notice of any such designation to the Primary Contractor where practicable.
- (c) Except as expressly stated in this Agreement, the Province's Representative does not have any authority to relieve the Primary Contractor of any of its obligations under this Agreement.
- (d) The Primary Contractor, except as otherwise notified by the Province to the Primary Contractor and subject to Section 1.1(e) of this Schedule, is entitled to treat any act of the Province's Representative which is authorized by this Agreement or any other Province Project Document as being expressly authorized by the Province, and shall not be required to determine whether any express authority has in fact been given.
- (e) Any decision by the Province's Representative is specific to the circumstances to which it relates, and shall not be construed as binding on, or limiting any other decision to be made by, the Province's Representative, whether in the same or similar circumstances or otherwise.

1.2 Change of Province's Representative

The Province may at any time and from time to time by notice to the Primary Contractor terminate the appointment of any Province's Representative or appoint one or more substitute Province's Representatives. Any such notice shall specify the effective date of such termination or substitution.

1.3 Functions of Province's Representative

The functions which may be performed by the Province's Representative under this Agreement include the following:

- (a) monitor the Project, and the Primary Contractor's performance of the Work in accordance with the Design-Build Requirements, by any means, including the system of inspection, testing, surveys, certification, review and audits set out in this Agreement, including in

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Part 13 [Province's Access, Monitoring and Step-In Rights], Schedule 4 [Design and Construction], Schedule 6 [Quality Management] and Schedule 16 [Records and Reports];

- (b) attend site and other progress and technical meetings (including in the company of such other Province representatives, consultants, contractors and/or advisors as the Province's Representative considers appropriate) and receive and review minutes and reports;
- (c) monitor and review the obtaining and, where applicable, renewal or extension by the Primary Contractor of Permits pursuant to Section 4.12 [Permits], and the compliance by the Primary Contractor with Laws, Permits and the Requirements of Interested Parties;
- (d) request Province Changes, including Minor Works, in accordance with Section 8.1 [Province Changes], receive and consider Primary Contractor Proposals, including Minor Works, in accordance with Section 8.2 [Primary Contractor Proposals], and negotiate and make all consequential decisions on behalf of the Province and countersign Change Certificates under Schedule 10 [Changes] in respect of such Province Changes and Primary Contractor Proposals;
- (e) make and receive claims of Supervening Events pursuant to Part 9 [Supervening Events], and negotiate and make all consequential decisions on behalf of the Province in respect of such claims;
- (f) monitor the performance by the Primary Contractor of the Primary Contractor's Environmental Obligations;
- (g) audit and monitor the Primary Contractor's Quality Management System;
- (h) inspect and audit the Records;
- (i) monitor the performance by the Primary Contractor of all of its other requirements under this Agreement, including the First Nations Requirements, the Municipal Requirements and the CPR Requirements;
- (j) perform all such functions as may be ascribed to the Province's Representative under this Agreement or otherwise under the Design-Build Requirements;
- (k) receive and deal with all matters submitted to the Review Procedure or the Consent Procedure pursuant to any provision of this Agreement or otherwise under the Design-Build Requirements;
- (l) perform any other functions under this Agreement or any other Province Project Document including under the Design-Build Requirements which are to be carried out by the Province; and
- (m) perform such other functions in respect of this Agreement or any other Province Project Document as the Province may notify to the Primary Contractor from time to time.

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**PART 2
REVIEW PROCEDURE AND CONSENT PROCEDURE**

2.1 Review Procedure

- (a) Any proposed document (including any Design Data) or proposed course of action on the part of the Primary Contractor which under the terms of this Agreement either:
- (i) is expressly required to be submitted to the Province or the Province's Representative in accordance with or pursuant to the Review Procedure; or
 - (ii) unless the parties agree otherwise, in the case of Schedule 4 [Design and Construction], Schedule 5 [Environmental Obligations] or Schedule 6 [Quality Management], is required to be submitted to the Province or the Province's Representative, without the relevant provision specifying whether such submission is to be under the Review Procedure or the Consent Procedure,

shall be submitted to the Province's Representative accompanied by the proposed document (including any Design Data) or statement of a proposed course of action, and the following procedures (together, the "**Review Procedure**") shall apply (provided, in the case of any document or proposed course of action submitted to the Review Procedure in accordance with the Design and Construction Certification Procedures, any specific procedures set out therein shall also apply).

- (b) The Province's Representative shall as soon as practicable and, subject to Section 2.4 [Request for Further Information] of this Schedule, in any event within 15 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement for any particular case) return one copy of the relevant submission document endorsed "received" or (subject to Sections 2.5 [Objection or Rejection in Province's Discretion] and 2.6 [General Grounds for Objection or Rejection] of this Schedule as applicable in each case) "received with comments" or "comments". In the case of any submission document returned endorsed "received with comments" or "comments", the Province's Representative shall also provide with such returned document such comments (save in the case of an objection to which Section 2.5 [Objection or Rejection in Province's Discretion] of this Schedule applies, in relation to which the Province's Representative shall state that such Section applies to such comments).
- (c) The Primary Contractor may proceed to implementation in the case of a submission document returned endorsed "received".
- (d) Subject to Section 2.1(g) of this Schedule, the documents or proposed course of action accompanying a submission document returned endorsed "received with comments" shall be amended by the Primary Contractor in accordance with such comments (but need not be re-submitted to the Province's Representative except by their issuance to the Province's Representative pursuant to Section 2.1(k) of this Schedule) and once so amended the Primary Contractor may proceed to implementation, subject to Section 2.7 [Early Commencement of Work] of this Schedule.

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- (e) The documents or proposed course of action which accompany a submission document returned endorsed “comments” shall be revised by the Primary Contractor and re-submitted to the Province’s Representative pursuant to this Section within 15 Business Days of the Primary Contractor’s receipt of such comments (or such other time period as agreed in writing by the Province’s Representative), together with the relevant submission document, unless the Primary Contractor disputes that any such comment is on grounds permitted by Section 2.6 [General Grounds for Objection or Rejection] of this Schedule.
- (f) If the Primary Contractor disputes that any of the Province’s Representative’s comments is on grounds permitted by Section 2.6 [General Grounds for Objection or Rejection] of this Schedule, the Primary Contractor may refer the matter to the Dispute Resolution Procedure within seven Business Days of the Primary Contractor’s receipt of such comments but not thereafter. If the matter is not referred to the Dispute Resolution Procedure within such seven Business Day period by the Primary Contractor, the Primary Contractor shall be deemed to have accepted the comments of the Province’s Representative and such submission document shall thereupon be revised by the Primary Contractor pursuant to this Section 2.1.
- (g) If, following the reference of a matter to the Dispute Resolution Procedure in accordance with Section 2.1(f) of this Schedule, it is determined in accordance with the Dispute Resolution Procedure that any such comments were not on such permitted grounds, then such submission document will thereupon be deemed to have been returned endorsed “received” (where all comments made by the Province’s Representative were determined not to be on permitted grounds) or “comments” or “received with comments” as applicable (where only certain comments made by the Province’s Representative were determined not to be on permitted grounds), and Section 2.1(c), Section 2.1(d) and Section 2.1(e), as applicable, of this Schedule shall apply mutatis mutandis.
- (h) If, subject to Section 2.4 [Request for Further Information] of this Schedule, the Province’s Representative fails to return any submission document (including any re-submitted submission document) duly endorsed within 15 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement for any particular case), then the Province’s Representative shall be deemed to have returned such submission document to the Primary Contractor marked “received”.
- (i) A reference in this Agreement to there being “no objection” under the Review Procedure in relation to a particular matter means that such matter has been submitted in accordance with the provisions of this Section 2.1 and returned (or deemed returned) with an endorsement of “received” or returned with an endorsement “received with comments”, in the latter case (subject to Section 2.1(g) of this Schedule) the matter having been amended in accordance with such comments.
- (j) Documents or courses of action that are the subject of a submission pursuant to this Section and are returned (or deemed returned) endorsed:
 - (i) “received” shall be adhered to; or

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- (ii) “received with comments” shall, once amended in accordance with the comments, be adhered to,

except to the extent that there has been no objection to any subsequent change or amendment thereto submitted in accordance with this Section 2.1.

- (k) The Primary Contractor shall ensure that two hard copies and an electronic version of all documents, including all drawings, numbered appendices, specifications and schedules, that have been modified by the Primary Contractor in accordance with the Review Procedure are issued to the Province’s Representative prior to the commencement of any Work to which such documents relate, unless the Primary Contractor proceeds in the circumstances provided for in Section 2.7 [Early Commencement of Work] of this Schedule, in which case such documents shall be provided within 15 Business Days of commencement of such Work or as otherwise agreed by the parties.
- (l) Once all applicable disputes arising in respect of any decision made by the Province’s Representative under the Review Procedure have been resolved in accordance with this Section, such decision shall, subject only to Section 2.13(a)(iii), be final.

2.2 Consent Procedure

Any proposed document or proposed course of action on the part of the Primary Contractor which under the terms of this Agreement is expressly required to be submitted to the Province or the Province’s Representative in accordance with or pursuant to the Consent Procedure shall be submitted to the Province’s Representative, accompanied by the proposed document or statement of a proposed course of action, and the following procedures (together, the “**Consent Procedure**”) shall apply.

- (a) The Province’s Representative shall as soon as practicable and, subject to Section 2.4 [Request for Further Information] of this Schedule, in any event within 20 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement for any particular case) return one copy of the relevant submission document endorsed “accepted” or (subject to Sections 2.5 [Objection or Rejection in Province’s Discretion] and 2.6 [General Grounds for Objection or Rejection] of this Schedule as applicable in each case) “rejected”. In the case of any submission document returned endorsed “rejected”, the Province’s Representative shall also provide with such returned document the grounds for such rejection (save in the case of a rejection to which Section 2.5 [Objection or Rejection in Province’s Discretion] of this Schedule applies, in relation to which the Province’s Representative shall state that such Section applies).
- (b) The Province’s Representative shall have the right at its option to impose conditions to the acceptance of a submission document pursuant to Section 2.2(a) of this Schedule, which conditions shall be reasonable having regard to the relevant circumstances save in the case of an acceptance to which Section 2.5 [Objection or Rejection in Province’s Discretion] of this Schedule applies.
- (c) The Primary Contractor may proceed to implementation in the case of a submission document returned endorsed “accepted”.

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- (d) The documents or proposed course of action accompanying a submission document returned endorsed “rejected” (or deemed returned “rejected” in accordance with Section 2.2(e) of this Schedule) shall not be implemented by the Primary Contractor unless revised by the Primary Contractor and re-submitted to the Province’s Representative pursuant to this Section within 10 Business Days of the Primary Contractor’s receipt (or deemed receipt) of such rejection (or such other time period as agreed in writing by the Province’s Representative) together with the relevant submission document and it is subsequently returned endorsed “accepted”, unless (in the case of submissions to which Section 2.6 [General Grounds for Objection or Rejection] of this Schedule applies) the Primary Contractor disputes that any such rejection (including a deemed rejection pursuant to Section 2.2(e) of this Schedule) is on grounds permitted by Sections 2.6 [General Grounds for Objection or Rejection] of this Schedule, in which case the Primary Contractor may refer the matter to the Dispute Resolution Procedure within seven Business Days after the Primary Contractor’s receipt of such rejection (or, in the case of a deemed rejection pursuant to Section 2.2(e) of this Schedule, within seven Business Days after the expiry of the applicable time period within which the Province was obliged to return the relevant submission document duly endorsed) but not thereafter. If it is then resolved in accordance with the Dispute Resolution Procedure that any such rejection or deemed rejection:
- (i) was not on such permitted grounds, then such submission document will thereupon be deemed to have been returned endorsed “accepted”, and the rejection or deemed rejection of such submission document on grounds that were not such permitted grounds shall constitute a Compensation Event and the provisions of Part 9 [Supervening Events] shall apply; or
 - (ii) was on such permitted grounds, then such submission document shall not be implemented by the Primary Contractor unless revised by the Primary Contractor and re-submitted to the Province’s Representative pursuant to this Section and subsequently returned endorsed “accepted”.
- (e) If, subject to Section 2.4 [Request for Further Information] of this Schedule, the Province’s Representative fails to return any submission document (including any re-submitted submission document) duly endorsed within 20 Business Days of actual receipt thereof (or such other period as may be specified in this Agreement for any particular case), then it shall be deemed to have returned such submission document to the Primary Contractor marked “rejected”, and such rejection shall be deemed to have been made by the Province’s Representative in reliance (in the case of submissions to which Section 2.5 [Objection or Rejection in Province’s Discretion] of this Schedule applies) upon such Section or (in the case of submissions to which Section 2.6 [General Grounds for Objection or Rejection] of this Schedule applies) upon grounds set out in such Section.
- (f) Documents or courses of action that are the subject of a submission pursuant to this Section and are returned endorsed “accepted”, including any conditions imposed by the Province’s Representative under Section 2.2(b) of this Schedule, shall be adhered to, except to the extent that there has been “acceptance” of any subsequent change or amendment thereto submitted in accordance with this Section.

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- (g) The Primary Contractor shall ensure that two hard copies and an electronic version of all documents, including all drawings, numbered appendices, specifications and schedules, that have been modified by the Primary Contractor in accordance with the Consent Procedure are issued to the Province's Representative prior to the commencement of any Work to which such documents relate.
- (h) Once all applicable disputes arising in respect of any decision made by the Province's Representative under the Consent Procedure have been resolved in accordance with this Section, such decision shall, subject only to Section 2.13(a)(iii), be final.

2.3 Referral by Province's Representative

The Province's Representative may, in reviewing and dealing with any matter, refer such matter to the Province or any of its employees, agents, advisors, consultants, or contractors or subcontractors of any tier, and any review, consideration, decision, belief, opinion or determination referred to herein in relation to the Province's Representative may be that of the Province's Representative or any such person upon whose review, consideration, decision, belief, opinion or determination the Province's Representative relies. The Province's Representative may also, by written notice to the Primary Contractor from time to time, designate an employee, advisor, consultant, contractor or other person to whom any specific submission or class of submissions is to be delivered by the Primary Contractor and the Primary Contractor shall comply with any such designation in making submissions under the Review Procedure and the Consent Procedure, as applicable, and, where a submission is delivered in accordance with any such designation, shall provide the Province's Representative with a copy of the transmittal of the submission to the designated person at the same time as the submission is delivered to that person.

2.4 Request for Further Information

- (a) The Province's Representative, acting reasonably and without unreasonable delay, may request in writing, and if so requested the Primary Contractor shall promptly and in any event no later than 15 Business Days following such request submit, any further or other information, data and documents which may be required by the Province's Representative for a full appreciation of a submission under Section 2.1 [Review Procedure] or Section 2.2 [Consent Procedure] of this Schedule and its implications, and shall take all such steps as may be required to satisfy the Province's Representative that the proposed document or proposed course of action complies with this Agreement and is appropriate.
- (b) If the Province's Representative makes a written request for further or other information, data and/or documents under this Section, then the time periods referred to in Section 2.1 [Review Procedure] or Section 2.2 [Consent Procedure] of this Schedule, as the case may be, shall not commence to run until such time as the Primary Contractor has submitted the requested information, data and/or documents to the Province's Representative in satisfaction of the request.

2.5 Objection or Rejection in Province's Discretion

Subject to Section 2.6 [General Grounds for Objection or Rejection], the Province's Representative may make comments in relation to or reject, as applicable, any Review Procedure or Consent Procedure submission in its sole, absolute, unfettered and subjective discretion.

2.6 General Grounds for Objection or Rejection

If any provision of this Agreement or other Province Project Document expressly provides that the Province will act reasonably in granting its approval or consent with respect to a submission, the Province's Representative may make comments in relation to or reject, as applicable, any Review Procedure or Consent Procedure submission on any one or more of the following grounds:

- (a) that the Primary Contractor has not provided all information, data and documents required (including any information, data and documents required by the Province's Representative pursuant to Section 2.4 [Request for Further Information] of this Schedule) in respect of such submission;
- (b) that the adoption of the proposed document or proposed course of action would or might reasonably be expected to:
 - (i) conflict or be inconsistent with the statutory, public or other duties or functions of the Province or BCTFA;
 - (ii) conflict with or be inconsistent with any provisions of this Agreement; or
 - (iii) give rise to a breach, or be in breach, of any Laws;
- (c) that the adoption of the proposed document or proposed course of action would not or might reasonably be expected not to satisfy, comply with or conform to any provision or requirement set out in this Agreement;
- (d) that the adoption of the proposed document or proposed course of action would not or might reasonably be expected not to satisfy, comply with or conform to Good Industry Practice;
- (e) that the adoption of the proposed document or proposed course of action would or might reasonably be expected to materially and adversely affect the ability of the Primary Contractor to perform any of its obligations under this Agreement or under any other Project Document and/or materially and adversely affect any right or obligation of the Province and/or BCTFA under this Agreement or any other Province Project Document or the ability of the Province and/or BCTFA to enforce any such right or perform any such obligation;
- (f) that the adoption of the proposed document or proposed course of action would or might reasonably be expected to materially and adversely affect the risks or costs to which the Province is exposed in respect of the Project;
- (g) any other grounds applicable to the submission that are expressly set out in this Agreement; or
- (h) any other reasonable grounds;

and the Province's Representative shall always be entitled to make such comments or reject, as the case may be, on the foregoing grounds notwithstanding any other provision in this Agreement.

2.7 Early Commencement of Work

- (a) Save to the extent expressly provided otherwise in this Agreement, the Primary Contractor may proceed with a component of the Work which is the subject of a submission under the Review Procedure prior to the completion of the Review Procedure in accordance with Section 2.1 [Review Procedure] of this Schedule, provided that:
 - (i) in the case of any construction activities, the requirements set out in Article 2.2.4.10 [No Construction], Part 3 of Schedule 4 shall have been satisfied in respect of such component of the Work; and
 - (ii) in all cases, any such action shall be taken at the sole risk of the Primary Contractor and the Primary Contractor shall in any event remain responsible for complying with the outcome of the Review Procedure, once it is completed in accordance with Section 2.1 [Review Procedure] of this Schedule, at the Primary Contractor's sole cost and expense, including any and all reconstruction, alterations, modifications or other remedial work to Work already completed as may be necessary to comply with such outcome.
- (b) In no circumstances shall the Primary Contractor proceed with any component of the Work in respect of which a submission has been made under the Consent Procedure prior to the completion of the Consent Procedure in respect of such submission in accordance with Section 2.2 [Consent Procedure] of this Schedule.

**PART 3
PRIMARY CONTRACTOR'S REPRESENTATIVE, KEY INDIVIDUALS,
APPROPRIATE PERSONS AND OWNERSHIP**

3.1 Primary Contractor's Representative

- (a) The Primary Contractor shall appoint a competent and qualified person to act as the Primary Contractor's Representative and its agent in relation to the Project, including in relation to Design, Construction and all other aspects of the Work and the financing of the Project. Such appointment shall be subject to acceptance by the Province's Representative pursuant to the Consent Procedure acting reasonably.
- (b) The Primary Contractor's Representative shall:
 - (i) serve as the single point of contact for the Primary Contractor to the Province, BCTFA and the Province's Representative for all purposes under this Agreement;
 - (ii) be an employee of, or an independent contractor directly engaged by, the Primary Contractor;

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- (iii) reside in the vicinity of the Site and be located at the Site; and
 - (iv) devote all working time, energy and skill to the Project and to carrying out the duties of the Primary Contractor's Representative.
- (c) The Primary Contractor's Representative shall be directly responsible for and fully engaged in, and shall not, except in accordance with Section 3.2 [Change of Primary Contractor's Representative], abdicate or delegate to any other employee or representative of the Primary Contractor, the performance of the Primary Contractor's obligations under this Agreement and all aspects of the Work, including:
- (i) the stewardship of the Primary Contractor and of the Work; and
 - (ii) the contract management of all Subcontractors contracting directly with the Primary Contractor, and the oversight of the contract management of all other Subcontractors, including addressing and communicating to the Province's Representative any issues raised by the Subcontractors in respect of the Work.
- (d) The Primary Contractor's Representative shall have full authority to act on behalf of the Primary Contractor for all purposes of the Project, and the Province, BCTFA and the Province's Representative:
- (i) are entitled to treat any act of the Primary Contractor's Representative in connection with this Agreement as being expressly authorized by the Primary Contractor, and shall not be required to determine whether any express authority has in fact been given; and
 - (ii) may refuse to recognize any act in connection with this Agreement of any employee or representative of the Primary Contractor other than the Primary Contractor's Representative.

3.2 Change of Primary Contractor's Representative

- (a) The Primary Contractor shall appoint, with the prior acceptance of the Province's Representative pursuant to the Consent Procedure acting reasonably, a substitute Primary Contractor's Representative to serve in the place and stead of the Primary Contractor's Representative during any temporary absence of the Primary Contractor's Representative to ensure that at all times during the Term there is an accepted Primary Contractor's Representative available and located at the Site.
- (b) The appointment of the Primary Contractor's Representative shall not be terminated for any reason without prior notice to and the prior acceptance of the Province's Representative pursuant to the Consent Procedure to both such termination and to the appointment of a substitute Primary Contractor's Representative, provided that, in the case of death, serious illness of the Primary Contractor's Representative or other similar event beyond the control of the Primary Contractor, such notice to and acceptance by the Province's Representative shall take place as soon as practicable upon the Primary Contractor's Representative ceasing to act.

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3.3 Key Individuals

- (a) The Primary Contractor represents to the Province that the following Key Individuals have been appointed as at the Effective Date:
 - (i) Design-Build Director: David Weatherby;
 - (ii) Design Manager: Roger Woodhead;
 - (iii) Construction Manager: Willard Gowen;
 - (iv) Systems Manager: John Selke; and
 - (v) Project Architect: Peter Zieth.
- (b) Within 40 Business Days after the Effective Date, the Primary Contractor shall submit for acceptance by the Province's Representative acting reasonably in accordance with the Consent Procedure, the Primary Contractor's proposed Quality Director, Traffic Manager, Traffic Engineer, Communications Manager, Building Code Review Agent and Environmental Manager.
- (c) The Primary Contractor shall not appoint or change, and shall ensure that there is no appointment or change of, any Key Individual without the prior acceptance of the Province's Representative (acting reasonably) pursuant to the Consent Procedure of the proposed replacement individual. The Primary Contractor shall provide the Province's Representative with prior notice of any such change, together with details of the qualifications and experience of the proposed replacement.
- (d) For each of the Key Individuals referred to in Sections 3.3(a)(i), 3.3(a)(iii) and 3.3(b) (other than the Traffic Engineer), such Key Individual shall be an employee of, or an independent contractor directly engaged by, the Primary Contractor.
- (e) The Key Individuals shall be required at all times until the Substantial Completion Date and thereafter to the extent necessary (as agreed by the Province and the Primary Contractor) in connection with the Work being carried out by the Primary Contractor after the Substantial Completion Date.
- (f) No one person may act as more than one Key Individual at any one time.

3.4 Appropriate Persons

The Primary Contractor shall ensure that all certification procedures set out in this Agreement are carried out and complied with by the appropriate persons referred to therein, including the Designer and any Design Team members or independent team or engineer within the Designer and the Checking Team, as the case may be (together, the "**Appropriate Persons**"), and that all Appropriate Persons are at all relevant times duly authorized and qualified to carry out such procedures and to sign the relevant certificates. Any failure by any Appropriate Person to fulfil the obligations required of them under the

applicable certification procedures shall be deemed to be a breach of the Primary Contractor's obligations under this Agreement.

3.5 Primary Contractor Ownership Information

- (a) The Primary Contractor is Evergreen Rapid Transit Holdings Inc., an Alberta corporation incorporated on November 6, 2012 and extra-provincially registered to carry on business in British Columbia on November 6, 2012, all the Shares of which are owned by Holdco.
- (b) Holdco is an Alberta corporation incorporated on November 6, 2012 and extra-provincially registered to carry on business in British Columbia on November 6, 2012, all the shares of which are owned by SLI.
- (c) SLI is a Canadian corporation, all the shares of which are owned by SNC Group, a Canadian corporation publicly traded on the Toronto Stock Exchange.