
PART 2 OF SCHEDULE 8

REVIEW PROCEDURE

1. REVIEW PROCEDURE

A submission by or through the Concessionaire pursuant to Section 47.1 [Review Procedure] will be made 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 procedure will apply:

- 1.1 The Province's Representative will as soon as practicable and in any event within 30 days (or such other period as may be specified in this Agreement for any particular case) of actual receipt thereof return one copy of the relevant submission document endorsed "received" or (subject to paragraph 3 of this Part 2) "received with comments" or (subject to paragraph 3 of this Part 2) "comments" as appropriate. In the case of any submission document returned endorsed with "comments" or "received with comments", the Province's Representative may also transmit any such comments to the Concessionaire by fax or electronic copy.
- 1.2 The Concessionaire may proceed to implementation in the case of a submission document endorsed "received". The documents or proposed course of action accompanying a submission document endorsed "received with comments" will be amended by the Concessionaire in accordance with such comments but need not be re-submitted to the Province's Representative. The documents or proposed course of action accompanying a submission document endorsed "comments" will be revised by the Concessionaire and re-submitted to the Province's Representative together with the relevant submission document, unless the Concessionaire disputes that any such comment is on grounds permitted by this Agreement, in which case either the Concessionaire or the Province's Representative may refer the matter to the Disputes Resolution Procedure.
- 1.3 If the Province's Representative fails to return any such submission document (including any re-submitted submission document) duly endorsed within 30 days (or such other period as may be specified in this Agreement for any particular case) of actual receipt thereof, then it will be deemed to have returned such submission document to the Concessionaire marked "received".
- 1.4 The Concessionaire may in respect only of Temporary Works that do not attach to the Existing Bridge, at its own risk and cost, proceed to implementation prior to receiving any submission document returned endorsed with "received", "comments" or "received with comments", but if any submission document is subsequently returned endorsed with "comments" or "received with comments" within the 30 day period referred to in paragraph 1.3 of this Part 2, the requirements of this Part 2 will apply with respect to any such endorsement and the

Concessionaire shall, at its own cost, take such action as is necessary in relation to any activities carried out prior to receipt of the endorsed submission documents so as to comply with the relevant endorsements, unless the Concessionaire disputes that any such comment is on grounds permitted by the Agreement in accordance with paragraph 1.2 of this Part 2.

For greater certainty, 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 Concessionaire from time to time, designate any appropriately qualified employee, advisor, consultant, contractor or other person to whom any specific submission or class of submissions is to be delivered by the Concessionaire (including, in the case of a submission in respect of a Proposal under Part 3 of Schedule 5 [Design and Certification Procedure], a Technical Appraisal Authority) and the Concessionaire will comply with any such designation in making submissions under the Review Procedure and, where a submission is delivered in accordance with any such designation, will 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. FURTHER INFORMATION

If the Province's Representative so requires in writing, the Concessionaire will promptly submit any further or other information, data and documents (including details of calculations and comments of the Designer and/or Reviewer) which may be required by the Province's Representative for a full appreciation of a submission under paragraph 1 of this Part 2 and its implications, and will 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. If the Province's Representative makes a written request for further or other information, data and/or documents under this paragraph, and the relevant submission cannot be properly appreciated and reviewed without the submission of such additional information, then the time periods referred to in paragraph 1 of this Part 2 will not commence to run until such time as the Concessionaire has submitted the requested further or other information, data and/or documents to the Province's Representative in satisfaction of the request.

3. GROUNDS OF OBJECTION

The Province's Representative may make comments in relation to any submission in accordance with any express provision set out elsewhere in this Agreement or on the ground that the proposed document or course of action would conflict or be inconsistent with the Province's or BCTFA's or any other Governmental Authority's statutory or other duties or functions or with any provisions of this Agreement or in breach of any Laws and Regulations or Legal

Requirements or on the ground that the Concessionaire has not provided all information, data and documents required (including any information, data and documents required by the Province's Representative pursuant to paragraph 2 of this Part 2) in respect of such submission (and the Province's Representative will always be entitled to make such comments on the foregoing grounds notwithstanding the following provisions of this paragraph 3 or any other provision in this Agreement including any provision which restricts the grounds for objection to any specific basis). In relation to the submissions set out below, the Province's Representative may make comments as follows:

- 3.1 in relation to a document or proposed course of action submitted to the Review Procedure pursuant to Section 2.3.2, the Province's Representative may make comments only on the grounds that the adoption of such document or proposed course of action would, or might reasonably be expected to:
 - 3.1.1 adversely affect the performance by the Concessionaire of its obligations under this Agreement;
 - 3.1.2 adversely affect any right of the Province or BCTFA under this Agreement or the ability of the Province or BCTFA to enforce any such right or to perform their obligations under this Agreement or the ability of the Province, BCTFA or any other Governmental Authority to carry out any duty or function;
 - 3.1.3 without limiting paragraph 3.1.2 of this Part 2, increase any liability of the Province or BCTFA, whether actual or contingent, present or future, known or unknown (including any liability under Section 44 [Compensation on Termination] or Schedule 13 [Changes]); or
 - 3.1.4 adversely affect the financial position, liquidity or solvency of the Concessionaire or any of its Unitholders;
- 3.2 in relation to a submission of a proposed Concessionaire Change (which term, for the purposes of this paragraph 3.2 will be deemed to include an Alternative Concept), the Province's Representative may make comments only on the grounds that:
 - 3.2.1 the proposed Concessionaire Change is not in accordance with Good Industry Practice or would be prejudicial to the safety of Users or Marine Users;
 - 3.2.2 the proposed Concessionaire Change would result in a material departure from, material failure to comply with or material variation to any of the Technical Requirements;

- 3.2.3 the proposed Concessionaire Change is likely, in the reasonable opinion of the Province's Representative, to prejudice the Substantial Completion of the Works on or before the Scheduled Substantial Completion Date or the Completion of the Works and the Decommissioning on or before the Scheduled Completion Date;
 - 3.2.4 following the proposed Concessionaire Change the Construction Requirements would not reasonably be expected to achieve compliance with the Construction Output Specifications; or
 - 3.2.5 following the proposed Concessionaire Change the Works or the Decommissioning would not reasonably be expected to comply with the Construction Output Specifications and the Construction Requirements; or
 - 3.2.6 the proposed Concessionaire Change would or might reasonably be expected to increase any liability of the Province or BCTFA, whether actual or contingent, present or future, known or unknown (including any liability under Section 44 [Compensation on Termination] or Schedule 13 [Changes]);
- 3.3 in relation to a submission of a revised Project Schedule in accordance with Section 12.2 [Variations to Project Schedule] or the initial or a revised Works Schedule in accordance with Section 12.3 [Preparation of Works Schedule], the Province's Representative may make comments only on the grounds that compliance with the revised Project Schedule or Works Schedule (as the case may be):
- 3.3.1 is not practicable;
 - 3.3.2 would breach or be inconsistent with:
 - 3.3.2.1 the Requirements of Interested Parties;
 - 3.3.2.2 the Construction Output Specifications or the Construction Requirements;
 - 3.3.2.3 Sections 12.2.1.2.1 to 12.2.1.2.3 or Section 12.4 [Works Schedule]; or
 - 3.3.2.4 any other obligation of the Concessionaire under this Agreement;
 - 3.3.3 without limiting paragraph 3.3.2 of this Part 2, would adversely affect or might reasonably be expected to adversely affect the performance by the Concessionaire of its obligations under Section 12.5 [Achievement of Completion];

- 3.4 in relation to a submission of a proposed revision to or substitution for the O&M Requirements, the Province's Representative may make comments only on the grounds that:
- 3.4.1 the proposed revision or substitution is not in accordance with Good Industry Practice or would be prejudicial to the safety of Users or Marine Users;
 - 3.4.2 the conduct of Undertakings in accordance with the proposed revision or substitution would not reasonably be expected to achieve compliance with the O&M Output Specifications or would be likely to provide for compliance to a lower standard or quality than the conduct of the Undertakings in accordance with the O&M Requirements prior to such proposed revision or substitution; or
 - 3.4.3 the proposed revision or substitution would or might reasonably be expected to increase any liability of the Province or BCTFA, whether actual or contingent, present or future, known or unknown (including any liability under Section 44 [Compensation on Termination] or Schedule 13 [Changes]);
- 3.5 in relation to the submission of a Schedule of Lane Closures pursuant to Section 15.3.1 or a proposed revision of a Schedule of Lane Closures pursuant to Section 15.3.2 or 15.3.3, the Province's Representative may make comments in respect of a period or periods of Lane Closure requested by the Concessionaire only on the grounds that:
- 3.5.1 such Lane Closure is not in accordance with the Traffic Management Output Specifications, the Traffic Management Requirements, the Traffic Management Plan, the Local Area Specifications or the Requirements of Interested Parties or any other provisions of this Agreement;
 - 3.5.2 there has been in respect of the submission material non-compliance by the Concessionaire with the requirements of this Agreement regarding liaison between the Concessionaire and the MOT Section Contractor, any person executing any works contemplated under the Kelowna Agreement, the Causeway Contractor or any other person, including any Interested Party, with respect to traffic management;
 - 3.5.3 such Lane Closure would be inconsistent with any duty or function of the Province or any other Governmental Authority (including as a highway authority, street authority or traffic authority) and the rescheduling of such Lane Closure would materially ameliorate such inconsistency;

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- 3.5.4 the rescheduling of such Lane Closure would materially ameliorate any adverse effect of such Lane Closure on traffic flow on any Connecting Road(s) (whether or not the Province is the highway authority for the relevant Connecting Road(s)); or
- 3.5.5 the duration of the requested period of Lane Closure exceeds the period reasonably required for the relevant works to be carried out;
- 3.6 in relation to a submission of a proposal in respect of the layout, location, type, size, colour and content of any traffic signs or other signs in accordance with the provisions of Section 16.2 [New Signs], the Province's Representative may make comments only on the grounds:
- 3.6.1 that the proposals or any of them do not satisfy the requirements of Section 16 [Signage, Traffic Control Devices and Communications];
- 3.6.2 that the proposals or any of them are not in accordance with Good Industry Practice;
- 3.6.3 that the proposals or any of them do not comply with the relevant provisions of the Technical Requirements;
- 3.6.4 of safety, taking into account, inter alia, the nature of the Concession Highway and the proposed location of the relevant sign(s); or
- 3.6.5 of the efficiency of strategic routing for the public highway network or any part thereof;
- 3.7 in relation to a submission in respect of insurance in accordance with Section 20.1.2, the Province's Representative may make comments only on the grounds that such insurance would not comply with any provision of Section 20 [Insurance] or Schedule 11 [Insurance Requirements];
- 3.8 in relation to a submission of any Quality Documentation or part of any Quality Documentation or any changes to any Quality Documentation, the Province's Representative may make comments only on the grounds that such Quality Documentation, parts or changes or the Quality Management System which they reflect would not comply with or would be inconsistent with the requirements of Section 23 [Quality Management] or Schedule 6 [Quality Management] or any other provision of this Agreement;
- 3.8A in relation to a submission of any Report or any changes to a Report which is required under Section 24 [Reports and Information] to be submitted for review, the Province's Representative may make comments only on the grounds that:

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- 3.8A.1 the Report has not been compiled in accordance with the provisions of this Agreement;
- 3.8A.2 the Report has been based on erroneous information or data; or
- 3.8A.3 carrying out any part of the Undertakings in accordance with the Report would adversely affect the safety of Users or Marine Users or others.
- 3.9 in relation to a submission in respect of the installation or replacement of any component of the Measuring Equipment in accordance with the provisions of Part 7 of Schedule 10 [Monitoring and Measurement], the Province's Representative may make comments only on the grounds that the proposed Measuring Equipment would not meet the specification set out in the Technical Requirements or would not comply with the requirements set out in Part 7 of Schedule 10 [Monitoring and Measurement] or with any other requirements of this Agreement;
- 3.10 in relation to the submission of a proposal for any Improvement in accordance with Part 2 of Schedule 14 [Improvements], the Province's Representative may make comments only on the grounds that:
- 3.10.1 the safety of Users or Marine Users or others would be adversely affected;
- 3.10.2 the utility of the Concession Highway to any class of Users or Marine Users would be adversely affected; or
- 3.10.3 the Improvement would fail to meet the then current and relevant standards or requirements of the Province in relation to the design, construction, maintenance, rehabilitation or operation of Comparable Controlled Access Highways;
- 3.11 in relation to any submission of Design Data in accordance with the Design and Certification Procedure, the Province's Representative may make comments only on the grounds that such Design Data:
- 3.11.1 is not in accordance with the Technical Requirements or (where there are no applicable Technical Requirements) with Good Industry Practice and the then current and relevant standards or requirements of the Province in relation to the design, construction, maintenance, rehabilitation and operation of Comparable Controlled Access Highways and Comparable Bridges;
- 3.11.2 if implemented would adversely affect the safety of Users or Marine Users; or

- 3.11.3 does not comply with any other provision of this Agreement;
- 3.12 in relation to a submission of a proposed revision to the Traffic Management Requirement in accordance with Section 11.8.2, the Province's Representative may make comments only on the grounds that:
 - 3.12.1 the proposed revision is not in accordance with Good Industry Practice or the Traffic Management Output Specifications or any other provision of this Agreement; or
 - 3.12.2 the proposed revision would implement any change to the Traffic Management Requirements that is inconsistent with any duty or function of the Province or any other Governmental Authority (including as a highway authority, street authority or traffic authority).
- 3.13 in relation to a submission of an initial Management Plan or any update thereof in accordance with Section 14.8 [Management Plans], the Province's Representative make comments only on the grounds that:
 - 3.13.1 the proposed Management Plan or update does not comply with and satisfy the requirements referred to in Section 14.8 [Management Plans]; or
 - 3.13.2 management of the Undertakings in accordance with the proposed Management Plan or update would be inconsistent with any of the Concessionaire's obligations under or any provision of this Agreement or would not reasonably be expected to achieve compliance with the O&M Output Specifications, the O&M Requirements and the other Technical Requirements or otherwise would not result in the delivery of the Undertakings in the manner and to the quality and standards contemplated by this Agreement;
- 3.14 in relation to a submission of an updated privacy code in accordance with Section 14.9 [Privacy Code], the Province's Representative may make comments only on the grounds that the updated privacy code does not comply with the requirements of all applicable Privacy Legislation and other Laws and Regulations and Legal Requirements and the provisions of Schedule 21 [Privacy Protection] or is inconsistent with any other provision of this Agreement;
- 3.15 in relation to a submission of any update to its health and safety program in accordance with Section 9.2 [Health and Safety Program], the Province's Representative may make comments only on the grounds that the update:
 - 3.15.1 is not in accordance with Good Industry Practice or would be prejudicial to the health or safety of any person on the Existing

- Highway, the Project Facilities, Site, the Adjacent Areas and the Graving Dock Site (including Users, Marine Users and workers);
- 3.15.2 is not in accordance with Laws & Regulations, Legal Requirements or the then current and relevant standards or requirements of the Province in relation to the health and safety of persons on the Existing Highway, the Project Facilities, Site and Adjacent Areas; or
- 3.15.3 is inconsistent with any provision of this Agreement.
- 3.16 in relation to a submission of the initial Records Management Protocol or any update thereof in accordance with Section 25.4.1, the Province's Representative may make comments only on the grounds that the initial or updated Records Management Protocol (as the case may be) is inconsistent with or will not meet any of the requirements set forth in Section 25 [Records], Part 1 of Schedule 15 [Records] or any other provisions of this Agreement;
- 3.17 in relation to a submission of an update to the complaints protocol in accordance with Section 30.1.1, the Province's Representative may make comments only on the grounds that the complaints protocol as so updated will not meet the requirements of the Provincial Ombudsman and Good Industry Practice and the reasonable requirements of the Province;
- 3.18 in relation to a submission of a Reinstatement Plan in accordance with Section 20.6B.3, the Province's Representative may make comments only on the grounds that:
- 3.18.1 the Reinstatement Works described in the Reinstatement Plan are not adequate to restore the Project Facilities, the Site and the Adjacent Areas to substantially the same condition they were in prior to the occurrence of the relevant damage or destruction (subject, where applicable to any Province Change) with a minimum of traffic disruption, delay or inconvenience to Users and Marine Users, or are not in accordance with the Technical Requirements and Good Industry Practice;
- 3.18.2 the Province's Representative has grounds to make comment pursuant to paragraphs 3.19, 3.20 and/or 3.21 of this Part 2;
- 3.18.3 implementation of the Reinstatement Plan would adversely affect any right of the Province or BCTFA under this Agreement or the ability of the Province or BCTFA to enforce any such right or to perform their obligations under this Agreement or the ability of the Province or BCTFA or any other Governmental Authority to carry out any duty or function;

- 3.18.4 without limiting paragraph 3.18.3 of this Part 2, implementation of the Reinstatement Plan would increase any liability of the Province or BCTFA, whether actual or contingent, present or future, known or unknown (including any liability under Section 44 [Compensation on Termination] or Schedule 13 [Changes]);
 - 3.18.5 implementation of the Reinstatement Plan would adversely affect the safety of Users or Marine Users or others; or
 - 3.18.6 implementation of the Reinstatement Plan would not be in accordance with the Technical Requirements or would be inconsistent with or result in non-compliance with any other provision of this Agreement.
- 3.19 in relation to a submission of a proposed schedule in accordance with Section 20.6B.3.2, the Province's Representative may make comments only on the grounds that the proposed schedule:
- 3.19.1 is not a reasonable schedule having regard to all relevant circumstances including the Requirements of Interested Parties and the public interest in restoring the Project Facilities to a condition safe for use by the public without traffic restriction as soon as reasonably possible, or would adversely affect or might reasonably be expected to adversely affect the performance by the Concessionaire of its obligations under Section 12.5 [Achievement of Completion];
 - 3.19.2 would breach or be inconsistent with:
 - 3.19.2.1 the Requirements of Interested Parties;
 - 3.19.2.2 Section 12.2.1.2 or Section 12.4 [Works Schedule]; or
 - 3.19.2.3 any other obligation of the Concessionaire under this Agreement;
 - 3.19.3 does not reflect Good Industry Practice; or
 - 3.19.4 without limiting paragraph 3.19.2 or 3.19.3 of this Part 2, would adversely affect or might reasonably be expected to adversely affect the performance by the Concessionaire of its obligations under Section 12.5 [Achievement of Completion];
- 3.20 in relation to a submission of a proposed contractor in accordance with Section 20.6B.3.1, the Province's Representative may make comments only on the grounds that the proposed contractor:

- 3.20.1 does not, in the Province's view, reasonably held, have the experience and capabilities to effect the Reinstatement Works (as defined in Section 20.6B.3); or
- 3.20.2 is a Restricted Person;
- 3.21 in relation to a submission of the proposed terms on which Reinstatement Works (as defined in Section 20.6B.3) are to be effected in accordance with Section 20.6B.3, the Province's Representative may make comments only on the grounds that the proposed terms:
 - 3.21.1 adversely affect any right of the Province or BCTFA under this Agreement or the ability of the Province or BCTFA to enforce any such right or to perform their obligations under this Agreement or the ability of the Province, BCTFA or any other Governmental Authority to carry out any duty or function;
 - 3.21.2 without limiting paragraph 3.21.1 of this Part 2, increase any liability of the Province or BCTFA, whether actual or contingent, present or future, known or unknown (including any liability under Section 44 [Compensation on Termination] or Schedule 13 [Changes]);
 - 3.21.3 are not in accordance with the Technical Requirements or (where there are no applicable Technical Requirements) with Good Industry Practice and the then current and relevant standards or requirements of the Province in relation to the design, construction, maintenance and operation of Comparable Controlled Access Highways and Comparable Bridges; or
 - 3.21.4 do not comply with any other provision of this Agreement;
- 3.22 in relation to a submission of proposed procedures for backing-up and storage in safe custody of data, materials and documents referred to in Section 49.1 [Design and Other Data] or any variation in such procedures pursuant to Section 49.3.2, the Province's Representative may make comments only on the grounds that the proposed procedures, or the procedures after giving effect to the proposed variation, would not be in accordance with Good Industry Practice and the reasonable requirements of the Province or would be inconsistent with any other provision of this Agreement; or
- 3.23 in relation to a load test plan submitted in accordance with Section 3.4.8 of Part 1 of Schedule 5 the Province's Representative may make comments only on the grounds that:
 - 3.23.1 the load test plan does not comply with Section 3.4.8;

3.23.2 the load test plan could reasonably be expected to result in a risk to the integrity of the Existing Bridge, public safety; or

3.23.3 the remediation plans contained with the load test plan are inadequate to deal with the risks identified in Section 3.4.8.

4. OPTIONAL STANDARDS

In respect of the Ministry's Standards or other standards or specifications which are incorporated into the Technical Requirements and which contain options from which a choice can be made, any choice by the Concessionaire of any one option set out in such standards or specifications will satisfy the Technical Requirements in that regard (unless any such option is excluded or limited by the terms of the Technical Requirements) and the Province's Representative will not object to such choice (of such option) on that basis. If the Concessionaire has notified such choice to the Province's Representative and subsequently proposes to substitute another such option, it will request a Concessionaire Change. If the Province's Representative requires an option set out in the above standards or specifications to be adopted which the Concessionaire has not chosen, the Province's Representative will request a Province Change.

5. NO OBJECTION

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 Part 2 and returned (or deemed returned) with an endorsement of "received" or returned with an endorsement "received with comments", in the latter case the matter having been amended in accordance with such comments.

6. ADHERENCE

Documents or courses of action the subject of a submission pursuant to paragraph 1 of this Part 2 and returned (or deemed returned) endorsed:

6.1 "received" shall be adhered to; or

6.2 "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 the Review Procedure.

7. CONCESSIONAIRE CHANGE CERTIFICATE

The Concessionaire's Representative will issue a Concessionaire Change Certificate in respect of a Concessionaire Change to which there has been no objection in accordance with the Review Procedure, and the Concessionaire will submit a copy of the Concessionaire Change Certificate

in duplicate to the Province's Representative who will, as a matter of record only, return to the Concessionaire a receipted copy thereof.