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ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

For

TURBINE GENERATOR REFURBISHMENT PROJECT

JANUARY 22, 2014

Between

ONTARIO POWER GENERATION INC.

and

AECON CONSTRUCTION GROUP INC. and SNC-LAVALIN NUCLEAR INC.

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ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

This Agreement is made as of January 22, 2014, between

ONTARIO POWER GENERATION INC., a corporation existing under the laws of Ontario ("**OPG**"),

and

AECON CONSTRUCTION GROUP INC., a corporation existing under the laws of Canada, and **SNC-LAVALIN NUCLEAR INC.,** a corporation existing under the laws of Canada, acting jointly and severally (collectively, the "**Contractor**") doing business as a contractual joint venture known as the "SLN-AECON TG, a Joint Venture".

RECITALS

A. OPG is the owner and operator of the Darlington nuclear generating station ("**DNGS**") in Clarington, Ontario.

B. The DNGS is approaching its mid-life refurbishment. The refurbishment involves outages for the replacement of life limiting components as well as the refurbishment or replacement of other components.

C. The goal of the refurbishment project is to extend the service life of all four units at the DNGS (the "**Refurbishment Program**").

D. The Project is one of the projects under the Refurbishment Program.

E. OPG is retaining the Contractor (SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc. (by its AECON Industrial division)) to perform the Work and provide the Goods for the Project on the terms and conditions set out in this Agreement.

F. Under this Agreement, OPG will be considered both the "owner" and the "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario).

G. This Agreement is a conformed document and all the terms between the Parties respecting the Project are set out in this Agreement.

For value received, the parties agree as follows.

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SECTION 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the respective meanings set out below.

(a) **Access Request Protocol** is defined in section 2.4(a)(2).

(b) **Affiliate** means, when used with reference to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the specified Person or any partner of the specified Person. For the purposes of this definition, a Person "controls" another Person if the former directly or indirectly possesses the power to direct or cause the direction of the management and policies of the latter, whether through the ownership of securities, by contract or by any other means, and "controlled by" and "under common control with" have corresponding meanings.

(c) **Agreement** means this engineering, procurement and construction agreement, including any recitals and schedules or attachments thereto as amended or restated from time to time by an Amendment.

(d) **Allowed Costs** means the costs identified by a checkmark under the column heading "Allowed Costs" in the Cost Allocation Table, plus any cost that OPG and the Contractor agree in writing from time to time, through a Project Change Directive, to treat as an Allowed Cost, plus any cost determined to be an Allowed Cost through the dispute resolution mechanisms set out in Section 11. For clarity, costs identified by a checkmark under the column heading "Disallowed Costs" in the Cost Allocation Table cannot be Allowed Costs.

(e) **Amendment** means a written amendment agreement signed by the Parties, in the form of document attached as Schedule 1.1(A), which makes any change to this Agreement or an amended and restated agreement.

(f) **Applicable Laws**, in respect of any Person, property, transaction or event, means:

(1) all applicable laws, statutes, regulations and treaties;

(2) any requirements under or prescribed by applicable common law, judgments and decrees; and

(3) all Codes and Standards, applicable to that Person, property, transaction or event at the applicable time and at the applicable location.

(g) **Application for Payment** means the application for payment delivered by the Contractor to OPG's Representative in accordance with section 7.3, accompanied by completed forms of the documents set out in Schedule 1.1(B) or Schedule 7.10, as applicable.

(h) **Approvals** means any permits, licences, consents, approvals, clearances, orders, ordinances, registrations, filings or other authorisations respecting the Work, Goods or Project as may be required from any applicable Governmental Authorities or by this Agreement.

(i) **Available for Service Documentation** means all documentation referred to in the Specifications and any and all additional documentation that must be completed or held in order for OPG to return a Unit to service.

(j) **Business Day** means any day other than a Saturday, Sunday, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. Each Business Day will end at 5:00 p.m. on that day.

(k) **Campus Plan** means all buildings and infrastructure required to support the Refurbishment Program and the ongoing operation of the DNGS.

(l) **CNSC** is defined in section 2.8(g)(1).

(m) **Codes and Standards** means all requirements, licences (including power reactor operating licences), requests, directives, rules, guidelines, standards, specifications, codes, instructions, circulars, manuals, and policies and formal interpretations of any applicable technical organization or of any applicable Governmental Authority, whether or not having the force of law.

(n) **COIR** means OPG's *Contractor/Owner Interface Requirements* for the Project as set out in the Specifications.

(o) **Concealed Condition** is defined in section 5.8.

(p) **Confidential Information** means either OPG Confidential Information or Contractor Confidential Information, as applicable in the context, but does not include:

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(1) information that a Party is able to demonstrate to the other Party's satisfaction, acting reasonably, was or becomes generally known to the public through no fault of the Receiving Party or its respective Affiliates, shareholders, directors, officers, partners, members, representatives, agents, advisors or any of the Receiving Party's personnel or any other Person for whom the Receiving Party is responsible at law; or

(2) information that was known by the Receiving Party before disclosure by the Disclosing Party and was not subject to any confidentiality obligation.

(q) **Contingency Work** means Work performed on a Reimbursable Cost, Fixed Price or Firm Price basis for Work packages identified as contingency work packages in Schedule 7.1, the scope of which is more specifically described in the applicable Specifications.

(r) **Contract Price** means, at the relevant time, the total aggregate amount set out on Attachment 7.1(1) – Contract Price to Schedule 7.1 to be paid by OPG under this Agreement, as amended from time to time in accordance with: (i) an Optional Work Notice to Proceed, if OPG elects to proceed with any Optional Work; and/or (ii) an Amendment, if OPG elects to proceed with any Execution Phase Work, any Contingency Work or a Project Change Directive.

(s) **Contract Schedule** means Schedule 2.7(a)(1) which sets out the numbers of days and/or the dates to achieve each of the milestones, including the Engineering Change Control / Engineered Tooling Documentation Completion Date, the Execution Phase Plan Completion Date, each Unit Mechanical Completion Date, each Unit System AFS Completion Date, each Unit Closeout Date and the Final Completion Date, as amended or restated from time to time in accordance with an Amendment.

(t) **Contractor Confidential Information** means Confidential Information which is proprietary to the Contractor or a member of the Contractor Group.

(u) **Contractor Group** means the Contractor, any Affiliate of the Contractor, the Contractor's Personnel, all Subcontractors (including Key Subcontractors), suppliers, or any other Person for whom the Contractor or a Subcontractor is responsible at law.

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(v) **Contractor Permitted Use** has the meaning given to such term in section 2.17(b).

(w) **Contractor's Personnel** means all personnel, including the Contractor's Representative, used by the Contractor or assisting the Contractor in the provision of the Work, including any personnel, staff, labour and other employees of the Contractor or a Subcontractor and any Subcontractor who is an individual.

(x) **Contractor's Property** means all goods that are owned or controlled by a Contractor or a Subcontractor, that are used by the Contractor in the provision of the Work and to which title will not pass to OPG under this Agreement (for example, tools that are owned and used by the Contractor in the provision of the Work).

(y) **Contractor's RFR Travel and Per Diem Policy** means the travel and expense policy set out at Attachment 7.1(14) – Contractor's RFR Travel and Per Diem Policy to Schedule 7.1).

(z) **Contractor's Representative** is defined in section 2.2(c).

(aa) **Cost Allocation Table** means the cost allocation table set out at Attachment 7.1(13) – Cost Allocation Table to Schedule 7.1, which table sets out the Allowed Costs and Disallowed Costs. For clarity, the Cost Allocation Table does not apply to any Fixed Price Work, Firm Price Work or Goods.

(bb) **Defective** means any part of the Work or any Goods that:

(1) is defective, is inoperative (in whole or in part) or that fails because of any defect;

(2) results from a breach of the Prudent Practices;

(3) does not comply with this Agreement, any requirement of the Specifications, any Submittal, any Codes and Standards, any inspection, test or approval required for the Work or otherwise referred to in this Agreement, including whether or not the non-compliance is the result of defective work (including design, workmanship and installation), save and except for any deviations from any such requirements that are approved by the authorizing inspector of the applicable Governmental Authority (e.g. CNSC, TSSA);

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(4) was damaged on or before the date on which Unit Mechanical Completion occurs, excluding damage to a part of the Work for which any OPG Group member was responsible at the time the damage occurred or that was caused by any OPG Group member;

(5) was negligently performed or provided by the Contractor or, in the case of Goods or ESES Goods, was negligently received, stored, managed, transported, installed, tested or commissioned by the Contractor; or

(6) was performed in a manner that demonstrates inadequate diligence and/or a lack of attention to or regard for the Contractor's quality assurance program and that results in a non-conforming condition that requires additional work to be brought into conformance with contractual requirements. For greater clarity, inadequate diligence and lack of attention to or regard for the Contractor's quality assurance program includes instances when the Contractor's management:

(A) causes or directs the Work to be performed contrary to quality assurance program requirements;

(B) despite knowledge of adverse quality trends, does not make attempts at corrective action or does not complete corrective actions within a reasonable period of time;

(C) despite knowledge of a non-conforming condition, allows the condition to go uncorrected for an unreasonable period of time;

(D) does not ensure that corrective actions identified by the Contractor are completed within a reasonable period of time; or

(E) despite knowledge of a non-conforming condition, allows the Work to be covered,

provided that non-conformances that result from human error events are not considered Defective unless the preceding conditions apply.

Notwithstanding the foregoing, the following non-conformances are not examples of Defective work:

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(1) Work left by the Contractor in a non-conforming condition with the written agreement of OPG pursuant to a Project Change Directive;

(2) any defects in the Free Issue Materials or ESES Goods which are the result of errors in the OPG specifications for same or errors made by the ESES Vendor; and

(3) incomplete Work when the performance of the Work has been suspended by OPG pursuant to section 12.1.

(cc) **Definition Phase** means the period commencing on the effective date of this Agreement and ending on the date on which all Definition Phase Reimbursable Work (other than agreement on the Execution Phase Plan) has been completed.

(dd) **Definition Phase Fixed Fee** means the fixed fee payable to the Contractor for the performance of the Definition Phase Reimbursable Work as set out in Attachment 7.1(6) – Definition Phase Fixed Fee to Schedule 7.1, which fixed fee will be the only amount payable for all of the Contractor's costs that are not included in Reimbursable Costs for the Definition Phase Reimbursable Work, including all Contractor risks, profit and overhead (other than overhead that is specifically identified as an Allowed Cost in accordance with this Agreement), as adjusted in accordance with this Agreement.

(ee) **Definition Phase Progress Schedule** means the progress schedule for the Definition Phase referred to in section 2.7(a)(2), as finalised by the Contractor and submitted to OPG's Representative in accordance with section 2.7(a), as amended from time to time in accordance with an Amendment.

(ff) **Definition Phase Reimbursable Work** means all Work packages identified as reimbursable work packages in Schedule 7.1 required to be performed during the Definition Phase to fully plan and prepare for the Execution Phase Work (including the development of the Execution Phase Plan), but excluding any Fixed Price Work or Firm Price Work.

(gg) **Definition Phase Submittal Schedule** means the Submittal schedule for the Definition Phase referred to in section 2.7(a)(3); as finalised by the Contractor and submitted to OPG's Representative in accordance with section 2.7(a), as amended from time to time in accordance with an Amendment.

(hh) **Definition Phase Target Cost** means the amount set out in Attachment 7.1(4) – Definition Phase Target Cost to Schedule 7.1, as the target cost for the Definition Phase Reimbursable Work, which cost will serve as the basis for computing the incentive and disincentive payments set out in Section 8, as adjusted in accordance with this Agreement.

(ii) **Designated Areas** means the refurbishment work areas within the DNGS provided by OPG to the Contractor on a Unit-by-Unit basis and includes access to and from the work area either through a path or controlled access point(s). The Designated Areas may also include potential laydown areas.

(jj) **Disallowed Costs** means the costs identified by a checkmark under the column heading "Disallowed Costs" in the Cost Allocation Table, plus, during the Definition Phase only, the costs identified by a checkmark under the column heading "Allowed Cost in Support Services & Equipment", plus any cost determined to be a Disallowed Cost through the dispute resolution mechanisms set out in Section 11.

(kk) **Disclosing Party** has the meaning given to such term in section 2.17(a).

(ll) **Dispute** is defined in section 11.1.

(mm) **DNGS** is defined in Recital A.

(nn) **Dynamic Commissioning Work** means the Work packages identified as dynamic commissioning work in Schedule 7.1 the scope of which is more specifically described in the applicable Specifications, including all labour performed during dynamic commissioning with a supervisor that will provide coverage around the clock during the dynamic commissioning phase.

(oo) **Dynamic Commissioning Work Notice to Proceed** means the notice to proceed with the Dynamic Commissioning Work issued to the Contractor by OPG substantially in the form of Schedule 2.10(a).

(pp) **Engineering Change Control / Engineered Tooling Documentation Completion** means the completion of all requirements for the "Engineering Change Control / Engineered Tooling Documentation" milestone set out in the Contract Schedule.

(qq) **Engineering Change Control / Engineered Tooling Documentation Completion Date** means the date on which Engineering Change Control /

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Engineered Tooling Documentation Completion is achieved, as determined by OPG.

(rr) **ESES Agreement** means the engineering services and equipment supply agreement between OPG and the ESES Vendor for the supply of specified engineering services and equipment to the Project.

(ss) **ESES Deliverables** means those ESES Goods or related submittals specified in the ESES Deliverables Schedule.

(tt) **ESES Deliverables Schedule** means Schedule 2.7(a)(4) which sets out the outside milestone dates for delivery by the ESES Vendor of certain specified ESES Goods or related submittals in each of the Definition Phase and the Execution Phase, as amended or restated from time to time in accordance with an Amendment.

(uu) **ESES Goods** means all goods, materials, instruments, devices, articles, supplies, equipment, machinery, structures and assemblies, or components of any of them, delivered or required to be delivered to the Site, to OPG or to such place or Person as OPG may direct, by the ESES Vendor under the ESES Agreement.

(vv) **ESES Vendor** means Alstom Power & Transport Canada Inc.

(ww) **Execution Phase** means the period commencing on the date of the issuance of the Execution Phase Work Notice to Proceed and ending on the date on which Final Completion occurs.

(xx) **Execution Phase Cost Estimate** is defined in Schedule 2.7(d).

(yy) **Execution Phase Fixed Fee** means the fixed fee, to be developed in accordance with section 2.7(d) and Schedule 2.7(d), that will be payable to the Contractor for performance of the Execution Phase Reimbursable Work, which fixed fee will be the only amount payable for all of the Contractor's costs that are not included in Reimbursable Costs for the Execution Phase, including all Contractor risks, profit and overhead (other than any overhead that is specifically identified as an Allowed Cost in accordance with this Agreement), as adjusted in accordance with this Agreement.

(zz) **Execution Phase Plan** is defined in section 2.7(d).

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(aaa) **Execution Phase Plan Completion** means the completion of all requirements for the "Execution Phase Target Cost & Schedule" milestone set out in the Contract Schedule, other than, for clarity, agreeing on the Execution Phase Plan.

(bbb) **Execution Phase Plan Completion Date** means the date on which Execution Phase Plan Completion is achieved, as determined by OPG.

(ccc) **Execution Phase Progress Schedule** means the progress schedule for the Execution Phase referred to in section 2.7(a)(2), to be developed in accordance with section 2.7(d) and Schedule 2.7(d), as amended from time to time in accordance with an Amendment.

(ddd) **Execution Phase Reimbursable Work** means all Work packages identified as reimbursable work packages in Schedule 7.1 to be performed during the Execution Phase, but excluding any Fixed Price Work, Firm Price Work and the trade-labour component of the Dynamic Commissioning Work.

(eee) **Execution Phase SS&E** means only that Work and those Goods required to support the Execution Phase Work and expressly identified as being on a Reimbursable Cost basis by a check-mark under the column heading "Allowed Cost in Support Services & Equipment" in the Cost Allocation Table.

(fff) **Execution Phase SS&E Fixed Fee** means the fixed fee, to be developed in accordance with section 2.7(d) and Schedule 2.7(d), that will be payable to the Contractor for the Execution Phase SS&E, which fixed fee will be the only amount payable for all of the Contractor's costs that are not included in Reimbursable Costs for the Execution Phase SS&E, including all Contractor risks, profit and overhead (other than any overhead that is specifically identified as an Allowed Cost in accordance with this Agreement), as adjusted in accordance with this Agreement.

(ggg) **Execution Phase SS&E Target Cost** means the target cost for the Execution Phase SS&E, to be developed in accordance with section 2.7(d) and Schedule 2.7(d), which cost will serve as the basis for computing the incentive and disincentive payments set out in Section 8, as adjusted in accordance with this Agreement.

(hhh) **Execution Phase Submittal Schedule** means the Submittal schedule for the Execution Phase to be developed in accordance with section 2.7(d)

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and Schedule 2.7(d), as amended from time to time in accordance with an Amendment.

(iii) **Execution Phase Target Cost** means the target cost for the Execution Phase Reimbursable Work, to be developed in accordance with section 2.7(d) and Schedule 2.7(d), which cost will serve as the basis for computing the incentive and disincentive payments set out in Section 8, as adjusted in accordance with this Agreement.

(jjj) **Execution Phase Work** means all Work required to complete the Project that was not carried out as part of the Definition Phase, including all Work required to achieve Final Completion of all four Units.

(kkk) **Execution Phase Work Notice to Proceed** means the notice to proceed issued to the Contractor by OPG for the Execution Phase Work substantially in the form of Schedule 2.10(a).

(lll) **Final Completion** is defined in section 7.9(b).

(mmm) **Final Completion Date** is defined in section 7.9(b).

(nnn) **Firm Price** means a fixed price for an element of the Work which includes the total cost of labour, materials, equipment, supervision, Rework, maintenance, storage, overhead and profit for the element of Work (including all contingency). A Firm Price is subject to economic price adjustment calculated in accordance with Schedule 5.7 but will otherwise not be adjusted for any reason whatsoever other than through an approved Project Change Directive issued by OPG.

(ooo) **Firm Price Work** means all packages of Work and Goods identified as Firm Price Work packages in Schedule 7.1, the scope of which is more specifically described in the applicable Specifications.

(ppp) **Fixed Payroll Burdens** means the fixed percentage payroll burdens set out in section 2.19(b)(5).

(qqq) **Fixed Price** means a fixed price for an element of the Work, which includes the total cost of labour, materials, equipment, supervision, Rework, maintenance, storage, overhead and profit for the element of work (including all contingency). A Fixed Price will not be adjusted for any reason whatsoever other than through an approved Project Change Directive issued by OPG.

(rrr) **Fixed Price Work** means all packages of Work and Goods identified as Fixed Price Work packages in Schedule 7.1, the scope of which is more specifically described in the applicable Specifications. Fixed Price Work includes all preliminary design work at the Contractor's facilities, manufacturing of the components at the Contractor's facilities, components manufactured by third parties, factory acceptance testing for the controls components and delivery of all components of the Fixed Price Work to Site.

(sss) **Free Issue Materials** has the meaning set out in Section 1.5 of Schedule 2.11.

(ttt) **Goods** means any goods, materials, instruments, devices, articles, supplies, equipment, machinery, structures and assemblies, or components of any of them, delivered by the Contractor or any of its Subcontractors or required to be delivered by the Contractor or any of its Subcontractors to the Site, to OPG or to such place or Person as OPG may direct, under this Agreement, whether or not incorporated into the Project.

(uuu) **Governmental Authority** means any domestic or foreign government, including, any federal, provincial, state, territorial, municipal or local government, and any government established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government.

(vvv) **Guarantee** is defined in section 4.1(b) and includes any replacement guarantee provided in accordance with section 4.1(b).

(www) **Guaranteed Engineering Change Control / Engineered Tooling Documentation Completion Date** means the milestone date for Engineering Change Control / Engineered Tooling Documentation Completion as set out in the Contract Schedule.

(xxx) **Guaranteed Execution Phase Plan Completion Date** means the milestone date for Execution Phase Plan Completion as set out in the Contract Schedule.

(yyy) **Guaranteed Unit Closeout Date** means, in respect of a Unit, the milestone date for Unit Closeout for such Unit as set out in the Contract Schedule.

(zzz) **Guaranteed Unit Mechanical Completion Date** means, in respect of a Unit, the milestone date for Unit Mechanical Completion for such Unit as set out in the Contract Schedule.

(aaaa) **Guaranteed Unit System AFS Completion Date** means, in respect of a Unit, the milestone date for Unit System AFS Completion for such Unit as set out in the Contract Schedule.

(bbbb) **Guarantor** means Aecon Group Inc. and SNC-Lavalin Group Inc., or any replacement guarantor permitted under section 4.1(b), as the context requires, and each of their successors or permitted assigns.

(cccc) **Hazardous Conditions** has the meaning given to it in section 3.4(a).

(dddd) **Key Personnel** is defined in section 2.2(b).

(eeee) **Key Subcontractor** means any Subcontractor where the aggregate value of all Work performed and/or Goods supplied by such Subcontractor equals or exceeds $2 million.

(ffff) **Lien** means any:

(1) lien, charge, attachment, security interest, mortgage, hypothec, claim, deemed trust or other encumbrance, whether fixed or floating, including any lien arising in respect of the *Construction Lien Act* (Ontario);

(2) pledge or hypothecation; or

(3) deposit arrangement, priority, conditional sale agreement or other title retention agreement, equipment trust, capital lease or other security arrangement of any kind, respecting any property, whether real, personal or mixed, tangible or intangible.

(gggg) **Losses** means all claims, demands, costs, penalties, expenses, liabilities, injuries, losses and damages (including all fees and charges of engineers, architects, accountants, lawyers and other professionals and experts (in each case on a dollar for dollar full indemnification basis) and all court, arbitration and other dispute, mediation or resolution costs and charges), whether incurred through settlement or otherwise, together with interest at a chartered Canadian bank prime rate plus 2% annually, compounded monthly, and calculated from the date that the Losses were suffered or

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incurred, in each case whether arising before or after the termination of this Agreement.

(hhhh) **Milestone Payment Schedule** means the milestone payment schedule set out at Attachment 7.1(11) – Milestone Payment Schedule to Schedule 7.1, as amended from time to time in accordance with an Amendment.

(iiii) **Mock-Ups Contract** means that certain engineering, procurement, and construction agreement entered into between Ontario Power Generation Inc., as owner, and SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc., as contractor, dated as of March 1, 2012 relating to the mock-ups for the Refurbishment Program's retube and feeder replacement project, as amended or restated from time to time.

(jjjj) **Non-Trades** means all Contractor's Personnel identified as "Non-Trade Labour" in Attachment 7.1(3) – Labour Schedules to Schedule 7.1.

(kkkk) **Notice** means any notice, approval, demand, direction, instruction, consent, designation, request, document, instrument, certificate or other communication required or permitted to be given under this Agreement.

(llll) **OPG Approvals** means Approvals that OPG is required to obtain pursuant to Applicable Laws and Approvals that only OPG can obtain as owner and operator of the DNGS and "constructor" pursuant to the *Occupational Health and Safety Act* (Ontario). Schedule 2.6(b) lists all OPG Approvals identified as of the date of this Agreement, and will be updated by the Parties as and when additional OPG Approvals are identified.

(mmmm) **OPG Confidential Information** means Confidential Information that is proprietary to OPG, including, without limitation:

(1) the terms of this Agreement;

(2) all information comprised within the Submittals, but excluding information comprised within the Retained Intellectual Property; and

(3) all information provided to the Contractor by OPG in connection with the requirements for or performance of the Work.

(nnnn) **OPG Equipment** is defined in section 3.5.

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(oooo) **OPG Group** means OPG, each of OPG's wholly-owned subsidiaries and each of OPG's and each such subsidiary's shareholders, directors, officers, employees, representatives, agents and advisors, including OPG's Representative and OPG's Designated Delegates, but, for clarity, excluding the Contractor, each Subcontractor and each of the Contractor's and each Subcontractor's shareholders, directors, officers, partners, members, employees, representatives, agents, advisors, the Contractor's Personnel and any other Person for whom the Contractor or any Subcontractor is responsible at law.

(pppp) **OPG Permitted Use** is defined in section 2.17(b).

(qqqq) **OPG's Designated Delegates** means Persons, who may or may not be employees of OPG, who have been designated, from time to time, in writing by OPG's Representative, in a Notice in the form of document attached as Schedule 1.1(C), as delegates of OPG, within a specified scope and limits of authority, by OPG's Representative or are otherwise named as OPG's delegates in this Agreement.

(rrrr) **OPG's Representative** means the individual designated in writing by OPG from time to time to act as OPG's Representative in dealings with the Contractor under this Agreement.

(ssss) **Optional Work** means all Reimbursable Cost, Fixed Price or Firm Price packages identified as optional work packages in Schedule 7.1, the scope of which is more specifically described in the applicable Specifications.

(tttt) **Optional Work Notice to Proceed** means the Notice to proceed with the Optional Work issued to the Contractor by OPG substantially in the form of Schedule 2.10(a).

(uuuu) **Original Scheduled Unit In-Service Date** means, in respect of a Unit, the date scheduled by OPG as the Unit In-Service Date for such Unit as set out in the Contract Schedule as at the date of the Execution Phase Notice to Proceed.

(vvvv) **Other OPG Contractors** is defined in section 2.1(d).

(wwww) **Outside Unit In-Service Date** means, in respect of a Unit, the date that is one year from the Original Scheduled Unit In-Service Date for such Unit, as set out in the Contract Schedule as at the date of the Execution Phase Notice to Proceed.

(xxxx) **Parties** means OPG and the Contractor and each of their successors or permitted assigns; and **Party** means either one of them.

(yyyy) **Person** means any individual, sole proprietorship, partnership, corporation or company, with or without share capital, trust, foundation, joint venture, Governmental Authority or any other incorporated or unincorporated entity or association of any nature.

(zzzz) **Professional** means a licensed professional, including engineers and architects, duly licensed in Ontario, and designated by the Contractor, to provide, in whole or in part, any of the Professional Work.

(aaaaa) **Professional Work** means all the services in respect of this Agreement, including respecting documents, designs, drawings (including as built drawings), diagrams, illustrations, schedules, performance charts, brochures, specifications, plans, progress photographs, reports, manuals (including operating and maintenance manuals), information, data or other deliverables, models or samples whether in a written, graphic, physical, electronic or other format provided, or required to be provided, by the Contractor to OPG under this Agreement, that are:

(1) required under Applicable Laws or any Approvals to be provided by a Professional;

(2) required by this Agreement to be provided by a Professional; or

(3) provided by a Professional retained by the Contractor, including by the Contractor's Personnel.

(bbbbb) **Progress Schedule** means the Definition Phase Progress Schedule or the Execution Phase Progress Schedule, as applicable in the context; and **Progress Schedules** means both of them.

(ccccc) **Project** means the DNGS turbine generator refurbishment project.

(ddddd) **Project Change Directive** means a written directive or consent signed by OPG's Representative, in the form of document attached as Schedule 1.1(D).

(eeeee) **Project Representative** means either OPG's Representative or the Contractor's Representative, as the context requires; and **Project Representatives** means both of them.

(fffff) **Prudent Practices** means the practices, methods and activities adopted by a significant number of Persons who provide engineering, procurement and construction services to the nuclear industry in North America as good practices applicable to construction or refurbishment projects for nuclear generating facilities or to the DNGS, as well as the practices, methods or activities which, in the exercise of skill, diligence, prudence, foresight and reasonable judgment by a prudent contractor or a prudent person who provides engineering, procurement and construction services to a nuclear operator, as applicable in light of the facts known, or ought to have been known by such prudent contractor or prudent Person, at the time the decision was made, could have been expected to be applied to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and Applicable Laws. Prudent Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather are intended to delineate good practices, methods, or acts generally accepted in the nuclear industry. Prudent Practices include, but are not limited to, practices that are recommended by international nuclear agencies, such as COG, the IAEA and INPO, to the extent applicable to CANDU reactors. Prudent Practices include, but are not limited to, Contractor's compliance with the plans required to be developed and maintained by the Contractor pursuant to this Agreement.

(ggggg) **Recovery Plan** is defined in section 8.6.

(hhhhh) **Refurbishment Program** is defined in Recital C.

(iiiii) **Reimbursable Costs** means actual costs that are determined to be Reimbursable Costs pursuant to section 7.1(a), which will be payable by OPG to the Contractor. For clarity any Disallowed Costs, Fixed Price Work, Firm Price Work, any costs of Goods, or any cost that is compensated for through a Fixed Fee cannot be a Reimbursable Cost.

(jjjjj) **Reimbursable Goods** means Goods that do not form part of SS&E, Fixed Price Work or Firm Price Work and excludes the ESES Goods and Free Issue Materials.

(kkkkk) **Reimbursable Work** means either the Definition Phase Reimbursable Work or Execution Phase Reimbursable Work, as applicable in the context.

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(llllll) **Reimbursable Work Fixed Fee** means the Definition Phase Fixed Fee or the Execution Phase Fixed Fee, as applicable in the context, and **Reimbursable Work Fixed Fees** means both of them.

(mmmmm) **Reimbursable Work Target Cost** means the Definition Phase Target Cost or the Execution Phase Target Cost, as applicable in the context, and **Reimbursable Work Target Costs** means both of them.

(nnnnn) **Resource Management Plan** means the resource management plan referred to in section 2.2(b); as finalised by the Contractor and submitted to OPG's Representative in accordance with the Submittal Schedules, as amended from time to time in accordance with an Amendment.

(ooooo) **Retained Intellectual Property** is defined in section 2.16(c).

(ppppp) **Rework** means the Work that is required to correct original Work (or Rework) that is, or Goods that are, not Defective, including Work required to correct original Work during the Static Commissioning to correct issues arising in relation to the turbine controls or generator excitation replacement. In no event will any removal and/or reinstallation of previously completed Work that is required in order to access Work that is Defective constitute "Rework", since such removal/reinstallation would not have been necessary had the Contractor followed its quality assurance program. Such removal/reinstallation will be considered part of the Work that is Defective and will not be a Reimbursable Cost. For clarity, corrections to original Work (or Rework) or Goods arising from defects in the ESES Deliverables will not constitute Rework, save to the extent such corrections arise from Defects in the Contractor's own Work (or Rework) under section 1.4 of Schedule 2.11 or Goods.

(qqqqq) **RFR Agreement** means that certain engineering, procurement, and construction agreement entered into between Ontario Power Generation Inc., as owner, and SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc., as contractor, dated as of March 1, 2012 relating to the Refurbishment Program's retube and feeder replacement project, as amended or restated from time to time.

(rrrrr) **Risk Register** is defined in section 2.7(d).

(sssss) **Safety Management Essentials** is defined in section 2.4(a)(1).

(ttttt) **Schedule** means a schedule to this Agreement, as updated, amended or restated from time to time in accordance with this Agreement.

(uuuuu) **Senior Management Representative** means an individual who occupies a senior management position within a Party and who has direct responsibility for the Project. Each Party will appoint an appropriate individual as its Senior Management Representative promptly following execution of the Agreement, and may replace such Senior Management Representative from time to time.

(vvvvv) **Site** means the Campus Plan or the DNGS, as the context requires; and **Sites** means the Campus Plan and the DNGS.

(wwwww) **Specifications** means the terms, designs, drawings, technical specifications, performance specifications and other written or graphic information set out in Schedule 1.1(E), as amended or restated from time to time in accordance with an Amendment.

(xxxxx) **Static Commissioning** means commissioning that starts with completion of field installation and includes calibration, system functional tests, installation testing, acceptance testing and the preparation and delivery of all associated Submittals.

(yyyyy) **Steering Committee** is defined in section 2.3(c).

(zzzzz) **Subcontractor** means a Person (including the Person's successors and permitted assigns) who supplies Work or Goods under an agreement with the Contractor, another Subcontractor or a combination of the Contractor and another Subcontractor.

(aaaaaa) **Submittal** means:

(1) a document, design, drawing (including as built drawings), diagram, illustration, schedule, performance chart, brochure, specification, plan, progress photograph, report or manual (including operating and maintenance manuals);

(2) information, data or other deliverable;

(3) plan, schedule, communication plan or work instruction, including the Progress Schedules and the Submittal Schedules; or

(4) model or sample,

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whether in a written, graphic, physical, electronic or other format, prepared by or for the Contractor which illustrates details of a portion of the Work, the Goods, the Project or is otherwise required by this Agreement, or is reasonably requested by OPG, and is to be submitted by the Contractor to OPG, or as OPG directs, under this Agreement.

(bbbbbb) **Submittal Schedule** means either the Definition Phase Submittal Schedule or the Execution Phase Submittal Schedule, as applicable in the context; and **Submittal Schedules** means both of them.

(cccccc) **Tangible Net Worth** is defined in section 4.1(b).

(ttttt.1) **Tangible Net Worth Test** is defined in section 4.1(b).

(dddddd) **Tax** means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including income, capital, gross receipts, consumption, sales, use, transfer, goods and services or other value-added, excise, customs or other import, anti-dumping, countervail, net worth, alternative or add-on minimum, windfall profits, stamp, registration, franchise, payroll, employment insurance, Canada Pension Plan, workers' compensation, health, education, school, business, property, local improvement, environmental, development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, premiums, assessments, withholdings, dues and charges) together with all fines, interest, penalties in respect thereof, or in lieu of or for non-collection thereof.

(eeeeee) **Tooling and Materials Management Plan** means the tooling and materials management plan referred to in section 2.13; as finalised by the Contractor and submitted to OPG's Representative in accordance with the Submittal Schedule, as amended from time to time in accordance with an Amendment.

(ffffff) **Trades** means all Contractor's Personnel identified as "Trade Labour" in Attachment 7.1(3) – Labour Schedules to Schedule 7.1.

(gggggg) **Unit** means an assembly of equipment at the DNGS, the function of which is the generation of electricity, consisting of one nuclear reactor, the associated turbine generators and steam generators, together with all buildings, accessories, auxiliaries and services, and all facilities used in common with other Units.

(hhhhhh) **Unit Breaker Open Date** means the date the Unit is disconnected from the grid that starts the Unit refurbishment outage.

(iiiiii) **Unit Closeout** means the completion of all requirements for "Unit Closeout" set out in the Contract Schedule.

(jjjjjj) **Unit Closeout Date** means, in respect of a Unit, the date on which Unit Closeout is achieved for such Unit, as determined by OPG.

(kkkkkk) **Unit In-Service Date** means, in respect of a Unit, the date on which such Unit is declared in-service by OPG.

(llllll) **Unit Mechanical Completion** has the meaning set out in section 7.7(a) and includes the completion of all requirements for "Mechanical Completion" and "Modification AFS Declaration" set out in the Contract Schedule.

(mmmmmm) **Unit Mechanical Completion Date** means, in respect of a Unit, the date on which Unit Mechanical Completion is achieved for such Unit in accordance with section 7.7.

(nnnnnn) **Unit System AFS Completion** has the meaning set out in section 7.8(a) and includes the completion of all requirements for "System AFS Readiness / Dynamic Commissioning" set out in the Contract Schedule.

(oooooo) **Unit System AFS Completion Date** means, in respect of a Unit, the date on which Unit System AFS Completion is achieved for such Unit in accordance with section 7.8.

(pppppp) **Warranty Period** is defined in section 9.8(a).

(qqqqqq) **Work** means providing to OPG all activities required to achieve Unit Mechanical Completion, Unit System AFS Completion and Final Completion in accordance with this Agreement, including the Specifications.

(rrrrrr) **Work Breakdown Structure (WBS)** means the Work broken down by major activities as set out in Schedule 1.1(F).

1.2 Headings and Table of Contents

The division of this Agreement into sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.3 Expanded Definitions

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "**including**" means "including without limitation", and the terms "**include**", "**includes**" and "**included**" have similar meanings. The term "**will**" means "**shall**". The terms "**hereof**", "**herein**", "**hereto**" and "**hereunder**" are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Agreement taken as a whole. Any reference in this Agreement to any other agreement, is deemed to include a reference to that other agreement, as amended or restated from time to time. When words that have a well-known technical, construction industry or trade meaning are used in this Agreement to describe any Work, Goods, or ESES Goods, such words will be interpreted in accordance with that meaning.

1.4 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in Clarington, Ontario. When any period of time is referred to in this Agreement by days, it will be computed to exclude the first and include the last day of such period. A day is 24 hours measured from midnight to the next midnight.

1.5 Business Days

If under this Agreement any payment or calculation is to be made on or as of a day which is not a Business Day, that payment or calculation is to be made on or as of the next day that is a Business Day.

1.6 Governing Law

This Agreement and each of the documents contemplated by this Agreement are governed by, and are to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario. No Party will oppose the enforcement against it in any other jurisdiction of any judgement or order duly obtained from an Ontario court respecting this Agreement. A Party may effect service of summons or any other legal process that may be served in any action, suit or other proceeding by delivering any such process to another Party in accordance with section 13.3. Nothing in this section 1.6 will affect the rights of a Party to serve legal process in any other manner permitted by law.

1.7 Conflict

If there is a conflict between any term in one part of this Agreement and any term in another part of this Agreement, the relevant term in the part of this Agreement or other document listed first in this section 1.7 is to prevail:

(a) Amendments, excluding any part of an Amendment that applies to a Schedule;

(b) this Agreement, excluding the Schedules;

(c) Amendments to a Schedule;

(d) the Specifications;

(e) any other Schedule; and

(f) Submittals.

1.8 Severability

If any term of this Agreement is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of that term will not affect the legality, validity or enforceability of the remaining terms of this Agreement and the Parties will, if necessary, amend this Agreement to accomplish the intent of the Parties as originally set out in this Agreement to the maximum extent allowed by Applicable Laws.

1.9 Statutory and Technical References

Each reference to a statute in this Agreement is deemed to be a reference to that statute, and to the regulations made under that statute, all as amended or re-enacted from time to time. Each reference, whether express or implied, to Codes and Standards is deemed to be a reference to such Codes and Standards as amended or re-published from time to time.

1.10 Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter and, except for any Amendment or Project Change Directive, supersedes all other agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal, including any OPG request for proposals, any Contractor proposal and any amendments or restatements of any such request or proposal. Specifically, except as expressly provided in this Agreement, OPG has not made any representations, warranties or guarantees whatsoever

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respecting the Project or this Agreement, including any minimum or maximum hours of employment or respecting any statements or other information previously provided to the Contractor or respecting any physical conditions, labour conditions or scheduling. If the Contractor did not seek a clarification during the request for proposals process regarding any term in this Agreement and there is a subsequent controversy respecting the interpretation of that term, OPG's interpretation will govern.

1.11 Schedules

All Schedules attached to or referred to in this Agreement form part of this Agreement.

1.12 References to "Contractor's Costs" or Contractor's "Own Cost"

Costs, charges or expenses referred to in this Agreement as being at the Contractor's "own cost" or the "Contractor's cost" will, to the extent referable to the performance of Reimbursable Work (but not, for clarity, Fixed Price Work or Firm Price Work), be Reimbursable Costs if such costs, charges and expenses are Allowed Costs and not Disallowed Costs.

1.13 Cooperation Agreement with ESES Vendor.

The Contractor will, in good faith, negotiate a cooperation agreement with OPG and the ESES Vendor (the "**Cooperation Agreement**") with the aim of finalizing and entering into such Cooperation Agreement by no later than the date that is three months following the date of this Agreement. The Parties agree that the Cooperation Agreement will reflect the principles set out in Schedule 1.13. The Contractor will perform its obligations under the Cooperation Agreement (once executed) together with all project management obligations in respect of the ESES Vendor and the ESES Goods set out in the Specifications. If the Contractor, the ESES Vendor and OPG are unable to agree on the final form of the Cooperation Agreement within the foregoing three month period, the matter will be escalated to the next meeting of the Steering Committee for resolution.

SECTION 2 CONTRACTOR'S OBLIGATIONS

2.1 Intent

(a) **General**. The Contractor will, safely and diligently, provide and entirely finish the Work in an organised and timely manner and in accordance with this Agreement and, to the extent not inconsistent with this Agreement, with Prudent Practices. The Contractor will ensure that all Work is performed in accordance with the Specifications and the other terms of this Agreement.

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(b) **Bargain**. This Agreement contains certain allocations of risk which reflect an informed and voluntary allocation of risk between OPG and the Contractor. This allocation represents a material part of this Agreement.

(c) **Intent**. The Contractor will provide all Work and Goods, whether or not specifically required under this Agreement, which are evidently necessary, usually provided by prevailing custom or trade usage, or can be reasonably inferred as being required or would be performed pursuant to Prudent Practices for the proper performance of the Work and the safe and proper operation of the Project.

(d) **Other OPG Contractors**. The Contractor acknowledges that OPG has entered into or currently intends to enter into other contracts with other contractors, including the ESES Vendor (the "**Other OPG Contractors**") to provide services in connection with or relating to the Refurbishment Program, and that it is currently intended that the Work will need to be performed in a manner that facilitates satisfactory coordination and timely completion of the Work, the work by the Other OPG Contractors and the Refurbishment Program. Contractor acknowledges the need for such coordination (in accordance with the terms of this Agreement and the Cooperation Agreement) and for the timely completion of: (i) the Work; (ii) the work by the Other OPG Contractors; and (iii) the Refurbishment Program.

(e) **Cooperation**.

(1) **General**. The Parties will act in accordance with the terms of this Agreement and in a spirit of mutual trust and cooperation.

(2) **Cooperation on Project Risks**. The Parties will cooperate with each other and closely collaborate on the monitoring of all risks associated with the Project.

(3) **Cooperation on Costs**. The Parties will cooperate with each other in the discharge of their respective obligations under this Agreement. The Contractor will maintain complete, accurate and up-to-date books and records to provide full transparency, and will maintain an open book policy regarding all components of its costs and the Work to OPG in accordance with section 2.19. The Contractor will provide value for money, will ensure that all costs are prudently incurred, and will minimize all costs while completing the Work in accordance with this Agreement.

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(4) **Disclosure**. Subject to any confidentiality agreements, each Party will disclose information which the other might reasonably need in order to exercise its rights and perform its obligations under this Agreement.

(5) **Resolution of Issues.** The Parties will work together in a manner consistent with their respective obligations under this Agreement to resolve or mitigate any issues relating to the Project.

(f) **Representations Regarding the Project**. The Contractor represents and warrants to OPG (which representations and warranties shall be true as of the date of this Agreement (with respect to the Definition Phase Work) and as of the date of the Execution Phase Work Notice to Proceed (with respect to the Execution Phase Work)) that the Contractor:

(1) is sufficiently experienced and properly qualified (including being listed on OPG's "Approved Supplier List" for all quality assurance program approvals required for each component (engineering, procurement and construction) of the Project), staffed, licensed, equipped, organized and financed, and has the necessary material, labour, supervisory personnel and other personnel, necessary to perform, or cause to be performed, the Work;

(2) has engaged only Subcontractors that are competent, sufficiently experienced and properly qualified (including being listed on OPG's and/or the Contractor's "Approved Supplier List" for all quality assurance program approvals required for each component (engineering, procurement and construction) of the Project that is relevant to the scope of work to be performed by the Subcontractor, or have been otherwise approved by OPG), staffed, licensed, equipped, organized and financed, and have the necessary material, labour, supervisory personnel and other personnel necessary to perform, or cause to be performed, the Work;

(3) has examined and has satisfied itself in respect of all matters respecting the Work, Goods and Project, including:

(A) the feasibility of the Project in accordance with the terms of this Agreement;

(B) all necessary information respecting the risks, contingencies and other circumstances which may affect the Progress

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Schedules, the Contract Schedule, the Contract Price, the Work or the Goods;

(C) the current versions of all documents issued by a standards, regulatory or other organisation referred to in this Agreement and all collective agreements applicable to the Work or the Goods;

(D) except as provided for in section 5.8, the nature, location and physical condition of the Site, including the logistics of performing the Work at the Site;

(E) working and storage space, transportation (including any load or speed restrictions), delivery, construction facilities, and, to the extent disclosed to the Contractor by OPG, other work being carried out on, or in the vicinity of, the Site;

(F) the general and local conditions, particularly those respecting labour, health and safety, Site access (including traffic and parking) and other administrative practices and normal working hours;

(G) Site access restrictions, including restrictions inherent in the refurbishment of an operating nuclear power generating station, and, to the extent disclosed to the Contractor by OPG, restrictions imposed by OPG in connection with the Refurbishment Program and the required interfaces between the Work and other refurbishment activities, and restrictions required in connection with work to be performed by Other OPG Contractors at the Site;

(H) the sufficiency, reliability and availability of suppliers and Subcontractors to provide the Work and any Goods necessary to perform the Work;

(I) the availability and productivity of trades, labour, supervisory personnel and other personnel required to complete the Work, provided that if there is a shortage of required personnel due to conditions in the labour market at the time the Work is performed, OPG will, to the extent reasonably requested by the Contractor, provide such reasonable assistance as can only be provided by OPG, in its

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capacity as owner, with respect to temporary foreign worker applications and similar administrative matters;

(J) all Applicable Laws, including any restrictions on hours of work, and any required Approvals; and

(K) the Goods, equipment and facilities needed to provide the Work;

(4) except for the items listed in Schedule 2.1(h), has relied solely on the Contractor's findings, conclusions, interpretations and other opinions in evaluating the risks, contingencies and other circumstances that may be encountered in carrying out all the requirements of this Agreement;

(5) has reviewed the Contract Schedule and the Work Breakdown Structure and is satisfied that it can provide and entirely finish the Work in accordance with the Contract Schedule and the Work Breakdown Structure;

(6) has thoroughly familiarized itself with this Agreement, including the Schedules, and has thoroughly reviewed the OPG policies and procedures referred to in this Agreement and the Specifications, as amended from time to time, as they relate to the Work;

(7) confirms that the Specifications will ensure conformity of the Work with all Applicable Laws and Prudent Practices;

(8) is not aware of any error, inconsistency or omission in the Specifications;

(9) has disclosed in writing to OPG the names of each of the Contractor's Personnel who will be providing Work at the Site continuously, who is a former OPG employee and who received a severance package from OPG, is receiving pension payments from OPG or is receiving a non-working pension bridge from OPG; and

(10) is not aware of any legal action instituted, threatened or pending against the Contractor that could have a material adverse effect on its ability to perform its obligations under this Agreement.

(g) **Financial Information**.

(1) The Contractor authorises OPG to make credit enquiries about the Contractor or any of its Affiliates or the Guarantor from time to time with, and to receive and exchange credit information from, credit reporting agencies, financial institutions and, if and to the extent reasonably required by OPG for its credit assessment processes, other Persons with which the Contractor or any of its Affiliates or the Guarantor has or may expect to have financial dealings. The Contractor has provided OPG with the Contractor's unaudited financial statements and the Guarantor's audited financial statements for the last three financial years. Such financial statements have been prepared in accordance with International Financial Reporting Standards or Canadian generally accepted accounting practices, consistently applied. Such financial statements fairly reflect, the financial position and results of operations of the Contractor and the Guarantor as at the dates and for the periods set out in such statements.

(2) Unaudited financial statements shall consist of balance sheet, income statement, cash flow statement, material notes (as applicable), and an officer's certificate signed by two officers of the respective company attesting to the material correctness of the financial information and that it is materially the same as provided to the respective parent company for consolidation purposes.

(3) The Contractor will provide, to OPG's Representative, with its' and each Key Subcontractor's certified or audited financial statements as applicable, together with the Guarantor's audited financial statements within 120 days of each financial year end and its, and if the Guarantor is not, or ceases to be, a reporting issuer under the *Securities Act* (Ontario), the Guarantor's and each Key Subcontractor's unaudited quarterly financial statements within 60 days of each financial quarter end, reflecting the consolidated financial position and results of operations of the Contractor, the Guarantor and each Key Subcontractor as at the dates and for the periods set out in such statements. For so long as the Guarantor is a reporting issuer under the *Securities Act* (Ontario), the public posting on the SEDAR website of the financial statements of the Guarantor with the timeframes specified in the *Securities Act* (Ontario) will be deemed to satisfy the Contractor's obligation to deliver financial statements of the Guarantor to OPG. The Contractor will also provide, or cause to be provided to, OPG any

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other financial information respecting the Contractor, any of the Contractor's Affiliates, the Guarantor and any Key Subcontractor (and, with respect to other Subcontractors, use commercially reasonable efforts to provide, or cause to be provided, financial information) that OPG may reasonably request to assist OPG in its ongoing evaluation of the value of the indemnifications and other rights provided to OPG by the Contractor under this Agreement. If any Key Subcontractor does not prepare quarterly financial statements, the Contractor will cause such Key Subcontractor to provide OPG with access to such Key Subcontractor's chief financial officer for purposes of OPG's ongoing monitoring of such Key Subcontractor's financial condition.

(h) **Information Waiver**. Except for the items set out in Schedule 2.1(h) (which Schedule will be updated by an Amendment to the extent required in accordance with the Execution Phase Plan), Contractor expressly waives all claims for Losses attributable to errors and/or omissions in information, representations or estimates provided by OPG or any Person acting on behalf of OPG whenever or however made, relative to any physical conditions at the Site, the labour conditions affecting the Work, the quantities of Work to be provided or Work scheduling.

2.2 Project Organisation

(a) **Contractor's Personnel**. The Contractor acknowledges and agrees that the personnel, and particularly the senior Project team members, that the Contractor assigns to the Project and the continuity of qualified personnel throughout the life of the Project are critical to the success of the Project and to OPG's reliance upon the Contractor's ability to complete the Work in accordance with this Agreement. Schedule 2.2(a) sets out an organisational chart identifying the Contractor's Personnel by name, title and contact information, who will be involved in any material way in providing the Work. At OPG's request, the Contractor will provide OPG with résumés for any such personnel indicating his or her qualifications for the performance of the Work.

(b) **Key Personnel**. The Contractor's Personnel whose names appear in Schedule 2.2(a) as holding the positions identified in Table 1 – Key Personnel below, or are subsequently identified as such, will be considered key personnel (the "**Key Personnel**"). Unless OPG has provided prior written approval to the Contractor of a specified deviation

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from a requirement for full time and attention, the Contractor will ensure that the Contractor's Personnel identified as Key Personnel are engaged solely to work on the Project and will not participate in any other project or work, and that such personnel will devote their full time and attention to the Work. The Contractor will not remove any such Key Personnel from the provision of the Work, or materially reduce the responsibilities respecting the provision of the Work unless:

(1) OPG's Representative consents, acting reasonably, in writing to such removal or reduction, provided that: (i) if OPG consents to a demobilization of such Key Personnel at the end of Work on a Unit, the Contractor will use commercially reasonable efforts to return such Key Personnel to the Project prior to commencement of Work on the next scheduled Unit to be refurbished; and (ii) if the Contractor is unable to return any such Key Personnel to the Project prior to commencement of Work on the next scheduled Unit to be refurbished, the Contractor will propose appropriately qualified and trained replacement personnel and, if agreed to by OPG in accordance with the Contractor's Resource Management Plan, such replacement personnel shall be deemed to be Key Personnel for purposes of this Agreement; or

(2) any such Key Personnel: (i) leaves the employ of the Contractor (and all its Affiliates) or the applicable Subcontractor (and all its Affiliates) for any reason; (ii) suffers a long-term illness or dies; or (iii) is promoted or applies for and is offered alternate employment within the Contractor or any of its Affiliates or the applicable Subcontractor or any of its Affiliates (provided such Key Personnel's replacement is appropriately qualified, trained and agreed to by OPG in accordance with the Contractor's Resource Management Plan and the Contractor delivers a Notice to OPG regarding such departure and, subject to the *Freedom of Information and Protection of Privacy Act (Ontario)*, the reasons for such departure). The Contractor will also promptly deliver a Notice to OPG with the name of the proposed replacement individual and résumé. OPG may accept or reject the proposed replacement, acting reasonably. The Contractor will revise Schedule 2.2(a) from time to time or at any time on request by OPG and immediately on the change of any Key Personnel.

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Except as set out in (1) and (2) above, if the Contractor removes any Key Personnel in relation to the provision of the Work, other than in accordance with the Contractor's Resource Management Plan, or materially reduces such Person's responsibilities in relation to the provision of the Work, the Contractor will pay to OPG the amount set out in Table 1 – Key Personnel below as compensation for OPG's administrative costs in relation to the departure and the loss of efficiency resulting from a requirement to replace such Person.

Table 1 – Key Personnel

Level	**Reimbursement to OPG**
Project Director	$200,000
Deputy Project Director; Engineering Manager; Construction Manager; Project Controls Manager; Commissioning Manager; Estimating Manager*; Safety Manager*; Quality Manager*; and such additional personnel/direct reports as may be agreed to by the parties to be Key Personnel (including general foremen and superintendents). *The positions of Estimating Manager, Safety Manager and Quality Manager may, if agreed in writing by OPG, be held by the person who performs such functions for the Contractor on the retube and feeder replacement project	$100,000

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The amounts set out in Table 1 – Key Personnel will also apply if the Contractor, a Key Subcontractor or any of their respective Affiliates, without the prior written consent of OPG, in its sole discretion, rehires any Person who has left the employ of the Contractor, a Key Subcontractor or any of their respective Affiliates (either voluntarily or as a result of termination) within 12 months of his or her departure.

(c) **Contractor's Representative**. Each of SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc. expressly acknowledge and agree that the project director will be the "**Contractor's Representative**" and will have authority to act on behalf of and bind both of them as the Contractor, other than in respect of Amendments (which shall be subject to section 13.2). The Contractor's Representative may delegate duties to superintendents, health and safety supervisors, account managers, records managers and other Persons designated by name and shown on Schedule 2.2(a) or as otherwise approved in writing by OPG. The Contractor's Representative will specify in writing, in the form of document attached as Schedule 2.2(c) the scope and the limits of authority of each of his or her designated delegates. Any changes to or revocation of any delegations will also be specified by the Contractor's Representative in writing to OPG's Representative in the form of documents attached as Schedule 2.2(c). All Notices delivered to the Contractor's Representative, or, in OPG's sole and absolute discretion, to his or her designated delegates (provided that the Notice relates to a matter within the designated delegate's scope of authority), by OPG will be as binding on the Contractor as if given to the Contractor under section 13.3. OPG may rely on any written instructions, directions or approvals provided by the Contractor's Representative or his or her designated delegates (provided that such instructions, directions or approvals are within the designated delegate's scope of authority). OPG's determination as to whether or not a matter is within the scope of authority of a designated delegate of the Contractor's Representative will be conclusive, so long as OPG has acted in good faith and does not have actual Notice that the matter is not within the designated delegate's scope of authority. The Contractor will take all reasonable steps to ensure that the Contractor's Representative and all designated delegates are accessible to OPG during the performance of the Work (including outside of normal working hours in cases of emergencies) and are available to render any necessary decisions or instructions promptly to avoid delays to the Progress Schedules.

2.3 Kick off and Subsequent Meetings

(a) **Preparation for Kick-Off Meeting.** Within 10 Business Days of the date of this Agreement, the Contractor will:

(1) meet with all appropriate Persons, including OPG's Representative to confirm, among the Parties and such Persons, the manner and approach in fulfilling the requirements of this Agreement;

(2) meet with individuals designated by OPG's Representative to confirm design requirements and approach;

(3) identify and analyse requirements of applicable Governmental Authorities with whom consultation is to be undertaken in respect of the Work or the Project; and

(4) obtain such additional information that it deems necessary for providing all Work.

(b) **Kick-Off Meeting**. Within 10 Business Days of the date of this Agreement, OPG's Representative will arrange a kick-off meeting. The Contractor will ensure attendance by its authorised representatives and any representatives of Subcontractors, including senior management, as required by OPG. At this meeting the Parties will discuss safety and environmental protection programs (including those of Subcontractors) and requirements, the hazards associated with the Work, labour matters, design concepts, schedules, procedures for handling Submittals, communication protocols, procedures for processing each Application for Payment, delivery procedures for the Site, records maintenance, Site security and any other matter raised by a Party.

(c) **Steering Committee**. The Senior Management Representatives of each Party will convene a steering committee (the "**Steering Committee**") promptly after execution of this Agreement. The Steering Committee will be composed of the Senior Management Representatives of each Party. The expectation is that the Senior Management Representatives will attend and will only use delegates of equal seniority occasionally. The Steering Committee will meet at any time at the request of OPG, and will otherwise meet at least quarterly. The Steering Committee will resolve outstanding Disputes, review progress reports and address issues which affect or could affect the Contract Schedule or the Reimbursable Work

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Target Costs. Meetings of the Steering Committee may, at OPG's request, be held jointly with meetings of the ESES Agreement steering committee.

(d) **Subteams**. Where the Contractor has established subteams responsible for designated aspects of the Work, each such subteam will hold a kick-off meeting promptly.

(e) **Meetings**. In addition to the kick-off meeting, the Contractor will schedule, attend and conduct such other pre-construction, construction, pre-job mark up (including resolution of jurisdictional issues), hazard review, site co-ordination, weekly (or daily as required by OPG) progress review meetings and commissioning meetings as are requested by OPG or are otherwise desirable, including any meetings required by the Specifications. The Contractor will include in the agenda of any such meeting any issue requested by OPG. Progress review meetings will usually focus on safety, environmental matters, labour requirements, procedures, progress, clarifications of the requirements of this Agreement and scheduling (including interfaces between Persons providing services at the generating station). The Contractor will ensure that all Subcontractors and other Persons requested by OPG will attend these meetings. The Contractor will ensure that each representative of the Contractor and any Subcontractor attending meetings will be qualified and authorised to act on behalf of the Party each represents. The Contractor will provide the space for the meeting. The Contractor will prepare and distribute minutes of each meeting within three Business Days thereafter.

2.4 Safety

(a) **Primary Goal**.

(1) Safety is the core value of the Project. The safety of OPG's personnel, the Contractor's Personnel, individuals at or near the Sites, and the public is of paramount concern to OPG. In providing the Work, the Contractor will not in any manner endanger the safety of, or unlawfully interfere with the Contractor's Personnel, members of the OPG Group or any other Persons on or off the Sites, including the public. In accordance with *N-GUID-09701-10011: Safety Management Essentials for Nuclear Refurbishment* as amended from time to time (the "**Safety Management Essentials**"), as described in section 2.4(c), the Contractor is required to demonstrate that continuous improvement is a key component of its health and safety managed system. The Contractor is expected

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to apply the "Plan, Do, Check, Act and Re-Direct" steps of the continual improvement process to support the achievement of world class safety for the Refurbishment Program.

(2) The Contractor acknowledges that during the Refurbishment Program, OPG will be generating power and operating some of the Units at the DNGS that are outside of the construction island of the Refurbishment Program. As such, the Contractor will strictly adhere to the construction islands established by OPG and OPG's *Contractor Access Request Protocol for Darlington Refurbishment* as amended from time to time (the "**Access Request Protocol**"), as per sections 2.4(j)(2) and 2.15. Further, as the refurbishment of the Units is completed, the other Units will be taken offline and the construction islands will be re-established to accommodate the progress in the Refurbishment Program. The Contractor also acknowledges that Other OPG Contractors are also required to work on the Refurbishment Program and the Contractor will cooperate with OPG and such Other OPG Contractors to complete the Project.

(3) The Contractor and its Subcontractors will maintain a level of safety equivalent to that of OPG employees while getting to and from the Sites, as well as when working at the Sites. OPG will require that the Contractor's safety programs have been submitted for compliance review within the last 3 years. If they have not been submitted, the Contractor will submit its safety programs at least 30 days prior to the execution of this Agreement. The Contractor will also prequalify the safety program(s) of all of its Subcontractors to a level equivalent to that of OPG's contractor pre-qualification process. The Contractor will work collaboratively with OPG and Other OPG Contractors to prevent the occurrence of injury, illness or damage related to the Project, and will accept nothing short of zero incidents as the goal of the Project.

(b) **Constructor**. OPG will be the "constructor" in respect of the Refurbishment Program, which includes the Work at the Sites, for the purposes of the *Occupational Health and Safety Act* (Ontario). OPG will submit the required notice of the Project and registration form to the applicable Governmental Authority. The Contractor acknowledges that OPG has provided to the Contractor a list of all the designated substance reports for the Sites attached as Schedule 2.4(b).

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(c) **Safety Management Essentials Framework**. There will be one over-arching health and safety performance specification set out in the Safety Management Essentials issued by OPG to the Contractor and Other OPG Contractors performing work under the Refurbishment Program, establishing one common core value of safety, one common safety policy, one common set of safety rules, one common safety agreement, an integrated set of specific safety principles, objectives, responsibilities, expectations, measures (metrics and targets), evaluations and verifications for the management of safety by OPG and all contractors working on the Refurbishment Program. The Safety Management Essentials will apply to both OPG and the Contractor and its Subcontractors, and will be integrated into all workplace Parties' management systems, goals and processes (i.e. policies, rules, leadership, specific Project safety plans, procedures, training, communications, quality control, work direction, etc.) for all phases of the Project. The Contractor and all Other OPG Contractors are required to work collaboratively to implement the Safety Management Essentials.

(d) **Deliverables**. Based on the Safety Management Essentials, the Contractor will develop a health and safety program for the Project (the "**H&S Program**") that will meet or exceed the requirements of OPG as described in the Safety Management Essentials. The H&S Program will include a specific Contractor-developed safety plan associated with managing safety risks for every major Project phase (the "**Site Specific Safety Plan**" or "**SSSP**"), which will be developed in accordance with Schedule 2.4(d) and Schedule 2.8(b)(1). The Contractor's H&S Program and SSSP will be submitted to OPG for review 30 days prior to the commencement of the Work. Associated work tasks will be identified by the Contractor, assessed for health and safety risks and planning of the Work will be based on a graduated risk approach. The Contractor will ensure that all Subcontractors work to the same standards for safety as those that apply to the Contractor. The Contractor will develop the H&S Program and the SSSP that:

(1) are in compliance with all Applicable Laws;

(2) to the extent not inconsistent with section 2.4(d)(1), meet or exceed the Safety Management Essentials and any additional safety requirements established by OPG, all of which may be amended from time to time; and

(3) to the extent not inconsistent with sections 2.4(d)(1) and 2.4(d)(2), promote best practices respecting health and safety in a manner that recognizes and minimizes the risks to Contractor's Personnel, members of the OPG Group and any other Persons on or off the Sites, including the public and the property of any Person including members of the OPG Group, the Contractor or any of its Subcontractors.

The Contractor will also be responsible for developing and issuing compliance plans to the Ministry of Labour for any Ministry of Labour orders received.

(e) **Revisions to the H&S Program and Site Specific Safety Plan**. No later than 30 days prior to commencing any Work at any Site, the Contractor will amend and supplement its initial safety plan described in the H&S Program and provide to OPG, for its review, a more detailed SSSP, which will continue to meet the requirements of section 2.4(d). The Contractor will provide OPG's Representative or OPG's Designated Delegate with written Notice and will forward to OPG for OPG's review, within one Business Day of making the same, any changes made to its H&S Program or the SSSP during the course of providing the Work. To the extent not inconsistent with section 2.4(d), the Contractor will amend the SSSP in accordance with any OPG instruction.

(f) **Monitoring**. OPG will monitor the Contractor's and Subcontractor's compliance with the requirements of this section 2.4 through field inspections. The Contractor will rectify any deficiencies immediately upon written or verbal direction from OPG's Representative. OPG undertakes to confirm in writing any verbal direction from OPG's Representative within 24 hours. OPG may also have any aspect of the SSSP reviewed by a third-party expert or advisor designated by OPG. The Contractor will provide these Persons with prompt access to the Sites and all premises and documents required for such review. The Contractor will forward to OPG, without delay, any change to the *Workplace Injury Summary* report rating of the Contractor or of any Subcontractor providing the Work at the Sites.

(g) **Effect of Review**. If OPG reviews, comments on, accepts, rejects or fails to review, comment on, accept or reject any aspect of the Contractor's H&S Program and/or SSSP for phases and/or specific Project tasks (including at a meeting or as part of OPG's inspections or reviews), or if the Contractor or a Subcontractor satisfies or fails to satisfy any comments or concerns of

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OPG, such action or failure to act will not in any way relieve the Contractor from any of its safety obligations under this Agreement.

(h) **Joint Health and Safety Committee**. The Contractor will be responsible for participating on the Joint Health and Safety Committee (the "**JHSC**") for the Refurbishment Program, which will include OPG's Representative as a member and representation from Other OPG Contractors. The JHSC will establish a trades committee for the Refurbishment Program.

(i) **Safety Representative**. The Contractor will provide a qualified and experienced full time health and safety representative for the Project to act as the single point of contact for the Contractor with respect to health and safety on the Site/Project. The Contractor will ensure that this representative's obligations include: ensuring that the Contractor and the Contractor's Personnel comply with all Applicable Laws and obligations under this Agreement as they relate to health and safety of workers in regard to the Work, the training of the Contractor's Personnel and other Persons on the Sites at any time in safety and the safety requirements of this Agreement or ensuring that such Persons are properly trained to undertake the applicable Work; prevention of accidents; the maintaining, reviewing and revising of the H&S Program and SSSP; and the maintaining and rolling up of safety performance and trend data for the Project for all trades. The Contractor will provide to OPG's Representative routine reports of safety quality and performance on a prescribed basis.

(j) **Safety Precautions and Remedies**.

(1) **Protection**. Subject to a written or verbal direction from OPG's Representative to the Contractor, the Contractor will be solely responsible for initiating, maintaining, reviewing, revising and supervising all safety precautions and programs in respect of the Work. The Contractor will take all necessary precautions (including ensuring that all of the Contractor's Personnel are equipped with, and properly use, all safeguards and personal protective equipment necessary for the provision of the Work) for the safety of, and will provide the necessary protection to prevent damage, injury or loss resulting from the provision of the Work, to:

(A) each Person who is on the Sites or who may otherwise be affected by the provision of the Work, including the Contractor's Personnel, members of the OPG Group, inspectors, visitors and members of the public;

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(B) any of the Goods, whether in storage on or off the Sites;

(C) the Project; and

(D) any other property on, under, over or near the Sites, whether belonging to OPG or to any other Person, including buildings and other structures, facilities, fences, gates, pavements, roadways, sidewalks, walks, vegetation and utilities that are not designated for removal and disposal in the course of providing the Work.

(2) **Access Protocol**. The Contractor will cooperate with OPG to establish procedures for admitting OPG's Representative and/or any other Person designated by OPG to the Sites/Project. The Contractor will submit these procedures to OPG's Representative for review no later than 30 days prior to the Contractor commencing any Work on the Sites. As provided for in sections 2.4(a)(2) and 2.15, the Contractor will comply with the Access Request Protocol when requesting access to an Other OPG Contractor's project/site or when accommodating Other OPG Contractors access to the Site/Project.

(3) **Work Protection**. The Contractor will perform all Work under work protection ensuring that equipment being worked on is safely isolated and de-energized. Generally, OPG will provide isolation and de-energization, although the Contractor is responsible for co-coordinating all work protection with OPG's Representative. Under special circumstances, suitably trained and qualified members of the Contractor's Personnel may be permitted to apply trades administered work protection in accordance with OPG's work protection code. Unless the Contractor has elected otherwise in its SSSP, OPG's work protection code will be deemed to have been approved by the Contractor for the Goods, ESES Goods and Work. The Contractor will train its personnel as "Maintenance Authority", "Holder of Record" and "Work Protection" qualification as per N-PROG-MA-0015 Work Protection for the assigned roles. Contractor's Personnel will be required to demonstrate their competency in front of OPG oral review boards in accordance with Schedule 2.12(a). This training will be tracked in the OPG TIMS II database in accordance with N-PROC-TR-0003, Training Exemption,

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Equivalency or Hard Credit and N-PROC-TR-0012, Records and Documentation.

(4) **Repair of Damage**. To the extent that any third party, such as a utility, owner of underground facilities or owner of property (excluding OPG and its subsidiaries) on, under, over or near the Sites suffers or incurs any Losses to any property caused by the Contractor or a Subcontractor, the Contractor will remedy such Losses in a timely manner and at the Contractor's expense. The Contractor will indemnify and hold harmless each member of the OPG Group, from and against all Losses suffered or incurred by a member of the OPG Group and all claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person in respect of any breach by the Contractor of its obligations under this section 2.4.

(5) **Safety Reports**. During the performance of the Work, the Contractor will report all safety incidents described in the table attached as Schedule 2.4(j)(5) to OPG's Representative within the specified times listed in the table, such reporting to include but not being limited to the following:

(A) an immediate oral report by a senior executive of the Contractor to OPG's Representative of all *Occupational Health and Safety Act* (Ontario) reportable accidents and occurrences, incidents of a serious nature (actual injuries and near misses) which are defined to be incidents that result in, or could reasonably be expected to result in, death from either immediate or delayed effects or permanent total and/or partial disability; that is, where an individual is disabled to the point where maintaining gainful employment is unlikely, or where an individual sustains a critical or serious injury, including any serious incident requiring medical attention off of the Sites or "near miss" incidents which do or could have resulted in the death of, or serious injury to, the Contractor's Personnel or another Person on or off the Sites or an incident which has resulted in the death of or serious injury to the Contractor's Personnel or another Person on or off the Sites; and which could or does result in external agency and public/media attention or presence;

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(B) within 24 hours of an accident, construction occurrence or incident report, a copy of all accident, construction occurrence and incident reports which the Contractor or any Subcontractor, is required to submit in respect of the Work under the *Occupational Health and Safety Act* (Ontario) or the *Workplace Safety and Insurance Act*, 1997 (Ontario);

(C) within 24 hours of an accident, construction occurrence or incident report, the entering by the Contractor of any applicable reporting documentation into the OPG Station Condition Reporting Database in the form of OPG's approved *Station Condition Report*;

(D) within 24 hours of a visit by representatives of the Ontario Ministry of Labour, notice of that visit conspicuously posted in the workplace and copies of any reports, orders to comply, charges, stop work orders, and notices of compliance under the *Occupational Health and Safety Act* (Ontario) or other Applicable Laws;

(E) a copy of the minutes of each meeting of the JHSC posted to the Health and Safety bulletin boards in the workplace; and

(F) as part of each progress report, a report of safety statistics for the previous month for the Contractor and all Subcontractors providing Work at the Sites. The Contractor will include in this report:

(i) a brief description of each incident and injury;

(ii) the number of injuries resulting in a member of the Contractor's Personnel or another Person requiring medical aid/attention;

(iii) the number of "near miss" incidents which could have resulted in the death of, or serious injury to, a member of the Contractor's Personnel or another Person including the public;

(iv) the number of injuries resulting in a member of the Contractor's Personnel's absence from one or more complete shifts;

(v) the time off/days lost each member of the Contractor's Personnel takes off from work for each injury;

(vi) the number of Ontario Ministry of Labour Orders to Comply received by the Contractor or a Subcontractor; and

(vii) the total number of person hours worked by the Contractor's Personnel at the Sites broken down between the Contractor and each Subcontractor.

(6) **Stop Work Orders**. The Contractor may not make, and expressly waives, any claims against OPG for extensions of time, additional compensation and/or claims for losses or damages where an order to comply, stop work order or any similar order or notice respecting the Work is issued by the Ontario Ministry of Labour or any other Governmental Authority or OPG (by OPG's Representative), or in respect of a stop work order or any similar order issued on a unilateral or bilateral basis by the JHSC, where in OPG's opinion, the stoppage is necessary to protect the safety of Persons or property, or is required to investigate safety incidents, except to the extent that an action of OPG or another member of the OPG Group has resulted in such order or notice. For clarity, the Contractor will not be entitled to make any claims against OPG for extensions of time, additional compensation, and/or claims for losses or damages in respect of any time during which any investigation pertaining to an existing or potential stop work order was ongoing. To the extent OPG or another member of the OPG Group was responsible for such order or notice, this situation will be deemed to constitute an excusable delay for the purposes of section 6.2(a). The Contractor will promptly deliver to OPG's Representative a copy of any such order or notice, along with a description of the Contractor's plan in respect of how to address such order or notice. The Contractor will not recommence any Work that has been stopped or suspended without the prior written approval of OPG's Representative.

(7) **Project Hazard Analysis**. As part of the development of the SSSP and in accordance with the Safety Management Essentials, the Contractor will perform a safety hazard analysis to identify all significant Project safety hazards for each phase of the Project.

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Based on this analysis, the Contractor will prepare the SSSP which will document how the Contractor will address all significant safety hazards identified in each phase of the Project. The Contractor will conduct all the Work at the Sites in accordance with the SSSP. The Contractor will provide a copy of the SSSP to OPG's Representative 30 days prior to the commencement of the Work. The Contractor will promptly provide a copy of any revised SSSP made during the course of providing the Work to OPG's Representative or OPG's Designated Delegate. The Contractor will make changes to its SSSP as required by OPG to the extent not inconsistent with Applicable Laws.

(8) **Job Safety Analysis**. The Contractor will prepare a detailed job safety analysis in a form substantially similar to the form attached as Schedule 2.4(j)(8) for each sequential job step in the provision of the Work on the Sites and in accordance with the Safety Management Essentials. The Contractor will provide an authorized copy of each job safety analysis to OPG's Representative or OPG's Designated Delegate before the provision of any of the Work to which a job safety analysis relates/is required. The Contractor will revise and resubmit a job safety analysis, where required, to account for any changes to the Work made in accordance with this Agreement or the Contractor's planned work methods. The Contractor will promptly deliver to OPG's Representative or OPG's Designated Delegate any job safety analysis requested by any such individual. The Contractor will identify in each job safety analysis the actual and potential hazards associated with each job step in the provision of the Work and will develop controls and barriers for each actual and potential hazard. The Contractor will clearly communicate to all applicable Contractor's Personnel the contents of each job safety analysis, as revised, before such Persons commence their applicable part of the Work. The Contractor will make changes to any job safety analysis as required by OPG to the extent not inconsistent with Applicable Laws.

(9) **Investigations**. The Contractor is required to investigate all safety incidents as prescribed in sections 2.4(j)(5)(A)-(D) and Schedule 2.4(j)(5) and, where prescribed, will participate and cooperate with OPG, and any Governmental Authority acting within its legal authority, in reporting and investigating safety violations caused by any act or failure to act of the Contractor or any Subcontractor. The

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Contractor may not make, and expressly waives, any claims against OPG for extensions of time, additional compensation and/or claims for losses or damages where the Contractor is required to investigate safety incidents, except where such safety incidents are caused by OPG, a member of the OPG Group or Other OPG Contractors. Except to the extent the Contractor or any of its Subcontractors is not responsible for the circumstances giving rise to a safety violation, the Contractor will pay OPG for the portion of the costs and expenses incurred by OPG in respect of steps taken by OPG to investigate, report and/or alleviate the safety situation.

(10) **Emergencies**. Included in the SSSP will be written procedures developed by the Contractor to be followed in the event of an emergency involving an entity not part of the OPG Group, a copy of which will be provided to OPG upon request. In emergencies affecting the safety or protection of individuals, the Goods, ESES Goods, Work or Project or property on, under, over or near the Sites, the Contractor, without the express consent of OPG, will take reasonable actions to prevent or minimize all threatened or actual damage, injury and loss. Subject to section 6.2(a), the Contractor may not make, and expressly waives, any claims against OPG for extensions of time, additional compensation and/or claims for losses or damages where the Contractor is required to evacuate or assemble in the event of a response to an emergency. The Contractor will indemnify and hold harmless each member of the OPG Group from and against all Losses suffered or incurred by a member of the OPG Group and all claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person, to the extent arising in respect of any emergency medical treatment provided by any member of the OPG Group to any of the Contractor's Personnel or any invitee of the Contractor or any Subcontractor.

(11) **Requirement to Leave**. In the case of an emergency requiring the Contractor to leave the Sites at the direction of OPG, the Contractor will put all equipment and the affected Sites in a safe state in accordance with the *Occupational Health and Safety Act* (Ontario) and leave the affected Sites in an orderly fashion pending further instructions from OPG's Representative.

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(12) **Hazard Communication Programs**. The Contractor will co-ordinate all exchanges of material safety data sheets and other hazard communication information respecting the Work required by the *Occupational Health and Safety Act* (Ontario), *Technical Standards and Safety Act* (Ontario), Ontario Fire Code, Construction Regulation O.Reg. 213/91, and WHMIS O.Reg. 860, and any other Applicable Laws, to be made available to, or exchanged between or among, Persons at the Sites.

2.5 Environment

(a) **Compliance and Protection**. In addition to the Contractor's obligation to comply with all Applicable Laws, the Contractor will perform the Work in a manner that:

(1) protects health and the environment;

(2) complies with the requirements of environmental assessments, environmental assessment approvals required for the Project, if any, and the Approvals;

(3) complies with the Contractor's Site Environmental Management Program (as defined in section 2.5(c)), which will be developed as described in section 2.5(c);

(4) adequately anticipates, protects and plans for impacts to the environment, including spills, erosion and sedimentation, waste disposal and the use, storage and disposal of hazardous materials (as regulated under the *Environmental Protection Act* (Ontario)) and designated substances (as defined in the *Occupational Health and Safety Act* (Ontario)); and

(5) uses all commercially reasonable efforts to reduce, reuse and recycle non-hazardous and non-radioactive waste.

(b) **Environmental Guideline Framework**. There will be one over-arching environmental performance specification set out in *N-GUID-09701-10013: Nuclear Projects – Environmental Requirements Guideline* as amended from time to time (the "**Environmental Guideline**"), issued by OPG to the Contractor and Other OPG Contractors performing work under the Refurbishment Program. The Environmental Guideline will apply to the

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Contractor and its Subcontractors, and will be integrated into all workplace parties' management systems.

(c) **The Contractor's Environmental Management Program**. Based on the Environmental Guideline, the Contractor will develop and maintain an environmental management program, which will include specific environmental protection plans, that will meet or exceed the requirements as described in the Environmental Guideline (the "**Contractor's Environmental Management Program**" or "**CEMP**"). The Contractor will submit the CEMP to OPG for review 30 days prior to the commencement of the Work. OPG will review and accept the CEMP in accordance with the process as described in the Environmental Guideline.

(d) **Permission**. The Contractor will obtain the prior written consent of OPG's Representative, in the form attached as Schedule 2.5(d) before:

(1) discharging, releasing, emitting or depositing; or

(2) disturbing any vegetation or wildlife on the Sites through discharging, releasing, emitting or depositing

any substance, material, solid, liquid, gas, odor, heat, sound, vibration or radiation exposure which is prohibited, limited or regulated by Applicable Laws, or the CEMP. Under no circumstances is OPG capable of consenting to any action that would be in breach of Applicable Laws.

(e) **Notices**. The Contractor will immediately provide OPG's Representative with written Notice in the form attached as Schedule 2.5(e):

(1) of any changes to the CEMP and any additional plans made during the course of providing the Work for OPG's review and prior acceptance;

(2) of any discharges, spills, releases, emissions, deposits or leaks of:

(A) fuels, oils, hydraulic fluid, herbicides; or

(B) any substance, material, solid, liquid, gas, odor, heat, sound, vibration or radiation exposure which is prohibited, limited or regulated by any Applicable Law, or the CEMP,

that occur at or near the Sites or that occur with materials owned or controlled by the Contractor or a Subcontractor;

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(3) upon receipt of any order, directive, written notice or other communication whatsoever received from any Governmental Authority respecting any substance, material, solid, liquid, gas, odor, heat, sound, vibration or radiation exposure to which is prohibited, limited or regulated by any Applicable Law, together with a copy of such order, directive, written notice or other communication; and

(4) upon receipt or issuance of any reporting or communication whatsoever from or to any Governmental Authority, together with a copy of such reporting or communication, in respect of the Work.

(f) **Clean up**. The Contractor will be responsible for the lawful transport, receipt, inspection, use, storage and disposal of any substance, material, solid, liquid, gas, odor, heat, sound, vibration or radiation that is brought on to the Sites by the Contractor or any of its Subcontractors or created at the Sites during the provision of the Work. The Contractor will, to the satisfaction of all applicable Governmental Authorities and OPG, in a timely manner, prevent all discharges, spills, releases, emissions, deposits or leaks contrary to, and clean up, dispose of and otherwise comply with all requirements of:

(1) Applicable Laws;

(2) to the extent not inconsistent with section 2.5(f)(1), OPG's current policies, procedures and programs applicable to the Sites or to the Work, Goods, or ESES Goods; or

(3) to the extent not inconsistent with sections 2.5(f)(1) and 2.5(f)(2), the CEMP, as amended in accordance with section 2.5(e)(1),

respecting all discharges, spills, releases, emissions, deposits or leaks of any substances, materials, solids, liquids, gas, odor, heat, sound, vibration or radiation whatsoever that are caused by the Contractor or any of its Subcontractors and that occur at or near the Sites or that occur with materials owned or controlled by the Contractor or any of its Subcontractors.

(g) **Disposal of Hazardous Waste**. Unless otherwise specified in this Agreement, the Contractor may not dispose of any waste, including any hazardous waste (as that term is defined in the regulations to the *Environmental Protection Act* (Ontario)) and any designated substances (as

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that term is defined in the *Occupational Health and Safety Act* (Ontario)), or disturb any vegetation, on, under, over or near any property owned, leased or licensed by OPG or any of its subsidiaries or in which OPG or any of its subsidiaries has an interest, in whole or in part, including the Sites. The Contractor will not incorporate any designated substances in the Project.

(h) **Remedy for Breach**. The Contractor will indemnify and hold harmless each member of the OPG Group from and against all Losses suffered or incurred by a member of the OPG Group and all claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person in respect of any breach by the Contractor of any of its obligations under sections 2.5(a) to 2.5(g) inclusive.

2.6 Applicable Laws and Approvals

(a) **Applicable Laws**. The Contractor will comply with all Applicable Laws and all standards, specifications, manuals or codes of any technical organisation or Governmental Authority and, to the extent not inconsistent with Applicable Laws or applicable standards, specifications, manuals or codes of any technical organisation or Governmental Authority, Prudent Practices, in respect of the Work. OPG will not be responsible for monitoring the Contractor's compliance with any Applicable Laws, standards, specifications, manuals or codes of any technical organisation or Governmental Authority or best practices. Except as expressly set out in this Agreement, the Contractor will submit, and provide a copy to OPG of, all notices, requests, documents, instruments and certificates to all applicable Governmental Authorities as may be required in respect of the Work.

(b) **Approvals**. Except for OPG Approvals, the Contractor will obtain and pay for all Approvals. The Contractor will provide technical criteria, written descriptions and design data required for obtaining all such Approvals. OPG will assist the Contractor upon request to obtain such Approvals. All fees and other charges respecting all such Approvals, other than in respect of OPG's assistance, will be at the Contractor's own cost.

(c) **Codes and Standards**.

(1) The Contractor will, in applying Codes and Standards in the performance of the Work and provision of the Goods:

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(A) apply any Codes and Standards to the extent required by the Specifications; and

(B) to the extent the Specifications do not specify Codes and Standards that are required for an aspect of the Work or Goods, apply such Codes and Standards as Prudent Practices would make applicable in the circumstances, provided that such Codes and Standards are not inconsistent with this Agreement and that such Codes and Standards permit the Contractor and OPG to comply with their respective obligations under this Agreement.

(2) If newer Codes and Standards become effective after the date of this Agreement, OPG and the Contractor will consult as to the application of the newer Codes and Standards to the Work or the Goods. Notwithstanding such consultation:

(A) if the newer Codes and Standards are required by Applicable Laws, the Contractor will, subject to section 5.4, apply the newer Codes and Standards to the Work and the Goods; and

(B) if the newer Codes and Standards are not required to be applied by Applicable Laws, OPG may, in its sole discretion, require, by providing 30 days prior written Notice to the Contractor, that the Contractor apply the newer Codes and Standards to the Work and the Goods. For clarity, the Contractor will not apply newer Codes and Standards not required by Applicable Laws to the Work and the Goods until the Contractor receives such prior written Notice from OPG. Any such Notice will be deemed to be a Project Change Directive pursuant to section 5.2.

(3) If the Contractor becomes aware of an actual or proposed revision to any Codes and Standards applicable to the Work or Goods, the Contractor will provide OPG with prompt Notice of the actual or proposed revision.

(d) **OPG Code of Conduct**. The Contractor will not take any action that would cause any member of the OPG Group to breach an obligation set out in OPG's code of business conduct, as amended from time to time. The current copy of the code is located at www.opg.com and has been reviewed by the Contractor.

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2.7 Schedules

(a) **Schedules**. The Work will be governed by the following schedules:

(1) the Contract Schedule, which sets out the high level milestones for the Work and fixes the dates by which the Contractor commits to complete specified aspects of the Work for each of the Definition Phase and the Execution Phase;

(2) the Progress Schedules, which set out the detailed schedule for completion of the Work for each of the Definition Phase and the Execution Phase, indicating the dates for starting and entirely completing each component of the Work, and including a reference to each milestone set out in the Contract Schedule for the Definition Phase or the Execution Phase, as the case may be, and each Submittal set out in the applicable Submittal Schedule. The preliminary Definition Phase Progress Schedule attached as Schedule 2.7(a)(2) will be updated in accordance with the Submittal Schedule. The Execution Phase Progress Schedule will be prepared by the Contractor and, once approved by OPG in accordance with section 2.7(d), attached to this Agreement as Schedule 2.7(a)(2);

(3) the Submittal Schedules, which set out the dates and/or permitted time periods for delivery of all Submittals required for the Work in each of the Definition Phase and the Execution Phase. The Contractor will ensure that the Submittal Schedules provide for sufficient time for review of Submittals by OPG (or OPG's Designated Delegates) and for the Contractor to revise Submittals in accordance with the terms of this Agreement. The preliminary Definition Phase Submittal Schedule attached as Schedule 2.7(a)(3) will be updated as set out therein. The Execution Phase Submittal Schedule will be prepared by the Contractor and, once approved by OPG in accordance with section 2.7(d), attached to this Agreement as Schedule 2.7(a)(3); and

(4) the ESES Deliverables Schedule which sets out the dates and/or permitted time periods for delivery by the ESES Vendor of all ESES Deliverables in each of the Definition Phase and the Execution Phase.

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(b) **Initially Acceptable Schedules**. Any review, comment, acceptance, rejection or failure to review, comment, accept or reject by OPG of a Progress Schedule, in whole or in part, will not:

(1) impose on OPG responsibility for the sequencing, scheduling or progress of the Work;

(2) be deemed to confirm that any schedule is a reasonable plan for providing the Work in accordance with such Progress Schedule;

(3) affect or change the Contractor's obligation to provide the Work in accordance with this Agreement; or

(4) otherwise have the effect of transferring any obligation under this Agreement from the Contractor to OPG or otherwise have the effect of amending this Agreement.

(c) **Adherence to Schedules**. Subject to Sections 5 and 6, the Contractor will adhere to the Progress Schedules. The Contractor will provide OPG with a progress report, in the form attached as Schedule 2.7(c), setting out the status and progress of the Work and any deviations or anticipated deviations from the Progress Schedules. All progress reports will be prepared by the Contractor using accurate and validated data. All progress reports will be prepared and submitted by the Contractor to OPG weekly, bi-weekly, monthly, quarterly or otherwise, depending on OPG's requirements. Frequency of progress reports will increase as necessary during times when a high degree of interface and co-ordination is required between OPG and the Contractor, or to resolve any matters that may impact upon the Contractor's ability to complete the Work in accordance with this Agreement. To the extent that a Progress Schedule has not been, or is anticipated not to be, satisfied, the Contractor will provide OPG with satisfactory assurances, including, at the Contractor's cost, recovery plans, involving all necessary additional resources, acceptable to OPG, that progress will be made to restore such Progress Schedule. Any changes to the Contract Schedule require OPG's prior written approval. OPG may refuse to approve any changes to the Contract Schedule in its sole and absolute discretion. Any refusal to approve any such change by OPG may be subject to the dispute resolution procedures under Section 11 or any other claim by the Contractor.

(d) **Execution Phase Plan**. As part of the Definition Phase Reimbursable Work, the Contractor will prepare, with the assistance and input of OPG, for

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OPG's acceptance, the "Risk Register" for the Execution Phase Work, the Execution Phase Progress Schedule, and the Execution Phase Submittal Schedule (which documents, when agreed to by OPG and the Contractor, will constitute the "**Execution Phase Plan**"). The Execution Phase Target Cost and the Execution Phase Fixed Fee will be derived from the Execution Phase Progress Schedule in accordance with the following:

(1) the Contractor will prepare, with the assistance and input of OPG, a preliminary draft of the Execution Phase Progress Schedule that conforms to the requirements set out in Schedule 2.7(d), and will deliver this preliminary draft to OPG by the date specified in the Contract Schedule. Thereafter, the Contractor and OPG will work cooperatively towards achieving OPG acceptance of the Execution Phase Progress Schedule by the date specified in the Contract Schedule. It is OPG's expectation that the Execution Phase Progress Schedule will incorporate schedule reductions for each successive Unit in accordance with the Contractor's continuous improvement plan. The Contractor will participate in all workshops and meetings requested by OPG in connection with the preparation of the Execution Phase Progress Schedule;

(2) the Contractor will prepare, with the assistance and input of OPG, a preliminary draft of the Execution Phase Target Cost that conforms to the requirements set out in Schedule 2.7(d), and will deliver this preliminary draft to OPG by the date specified in the Contract Schedule. Thereafter, the Contractor and OPG will work cooperatively towards achieving OPG acceptance of the Execution Phase Target Cost by the date specified in the Contract Schedule. The Execution Phase Target Cost will integrate the risk analysis referred to in Schedule 2.7(d). The Contractor will participate in all workshops and meetings requested by OPG in connection with the preparation of the Execution Phase Target Cost;

(3) the Contractor will prepare, with the assistance and input of OPG, a preliminary draft of the Risk Register that conforms to the requirements set out in Schedule 2.7(d). The Contractor will deliver this preliminary draft to OPG by the date specified in the Contract Schedule. Thereafter, the Contractor and OPG will work cooperatively towards achieving OPG approval of a final Risk Register by the date specified in the Contract Schedule;

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(4) the Contractor will prepare, with the assistance and input of OPG, a preliminary draft of the Execution Phase Submittal Schedule, and will deliver this preliminary draft to OPG by the date specified in the Contract Schedule. Thereafter, the Contractor and OPG will work cooperatively towards achieving OPG acceptance of the Execution Phase Submittal Schedule by the date specified in the Contract Schedule;

(5) once OPG and the Contractor reach agreement on the Risk Register, no Amendment will be made to the Execution Phase Target Cost, the Execution Phase Submittal Schedule, the Execution Phase Progress Schedule or the Execution Phase Fixed Fee to address a risk that arises during the Execution Phase and that is not identified on the Risk Register (other than risks related to excusable delays as set out in section 6.2(a), or a change in Applicable Laws or as otherwise set out in an approved Project Change Directive or an Amendment). However, OPG will compensate the Contractor for Reimbursable Costs incurred for any Work required to address any such risks that have an impact on the Execution Phase Work and that were not identified on the final Risk Register;

(6) if OPG and the Contractor do not reach agreement on all components of the Execution Phase Plan by the date specified in the Definition Phase Milestone Schedule, then OPG may terminate this Agreement in accordance with section 12.2, provided, however, that if OPG has not (i) exercised such termination right, (ii) extended the start date in accordance with this Agreement, or (ii) suspended the Work in accordance with this Agreement, then, provided the Contractor is not in breach of its obligations to provide OPG with a proposed Execution Phase Plan, the Contractor will have the right to terminate this Agreement and section 12.2 shall apply to such termination. The dispute resolution mechanism set out in Section 11 will not apply to the development of, or any disagreement relating to, any component of the Execution Phase Plan. For clarity, neither a panel of arbitrators appointed in accordance with Section 11, nor any court, may decide the terms of the Execution Phase Plan or otherwise restrict the right of OPG to terminate this Agreement in accordance with section 12.2 if OPG and the Contractor are unable to agree on the Execution Phase Plan;

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(7) if OPG and the Contractor reach agreement on all components of the Execution Phase Plan, OPG and the Contractor will promptly execute an Amendment to this Agreement reflecting the agreed upon Execution Phase Plan. Such Amendment will attach the Risk Register, the Execution Phase Progress Schedule, the Execution Phase Submittal Schedule and the Execution Phase Target Cost (and its components) as exhibits to this Agreement; and

(8) OPG may at any time and from time to time engage one or more third party experts to assist or advise OPG, or OPG and the Contractor, with any matter relating to the development of the Execution Phase Plan, provided that if OPG wishes to disclose Contractor Confidential Information to any third parties, it may do so after such third party has entered into a confidentiality agreement on terms no less stringent than the one it would use to protect its OPG Confidential Information. The Contractor will work cooperatively to support such expert as described in Schedule 2.7(d).

(e) **Change to Start Date.** OPG will have the right to change the start date for Execution Phase Work on each Unit in order to ensure that the start date meets OPG's business objectives (including maximization of the useful life of each Unit). The Contractor may not dispute any such change, but If OPG provides less than six months advance written Notice of such change, the Contractor may be entitled to compensation in accordance with section 12.1, which change to the start date will be treated as a suspension for purposes of section 12.1. If OPG provides the Contractor with at least six months advance written Notice of OPG's decision to change the start date for Execution Phase Work on a Unit, the Contractor will not be entitled to any costs incurred by the Contractor in standing by or any change to the Reimbursable Work Target Costs.

(f) **Continuing the Work**. Notwithstanding any term in this Agreement, the Contractor will not stop or delay the provision of Work, in whole or in part, on account of any Dispute between the Contractor and OPG or between the Contractor and any other Person, except to the extent, if any, expressly directed to do so by OPG in a Project Change Directive. Notwithstanding any term in this Agreement, the Contractor will, except to the extent, if any, expressly directed to suspend performance of the Work by OPG in a Project Change Directive, continue to provide all Work in

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a timely manner and continue to adhere to the Progress Schedules during any such Dispute.

2.8 Submittals

(a) Schedule for Submittals

(1) The Submittal Schedule will provide for a progressive and orderly flow of Submittals from the Contractor to OPG's Representative to allow sufficient time for review of each Submittal by OPG's Representative, taking into account both the resources available to OPG's Representative to conduct such review and whether delay in the review of the subject matter of the Submittal will have a material impact on the Contractor's ability to progress future anticipated Submittals and the Work in accordance with the Submittal Schedule.

(2) The Submittal Schedule, and any amendment to the Submittal Schedule, will comply with the review period set out in Schedule 2.8(a), from the date of receipt for review of and response to each Submittal, provided that if the Contractor has made major changes to the grouping and volume of Submittals, such period of time will be adjusted by the Contractor, acting reasonably, taking into account the factors set forth in this section 2.8(a).

(3) The Contractor will, in scheduling Submittals and in the performance of the Work, allow adequate time prior to performing the Work that are the subject of the Submittals, for review of the Submittals and for the Contractor to make changes to Submittals that may be required if comments are received on the Submittals, and such review and required changes will be in accordance with this section 2.8.

(4) If the Submittal Schedule indicates that a large number of Submittals will be made at one time, OPG's Representative may, at OPG's Representative's sole discretion, request a longer period for review or a staggering of the Submittals, and the Contractor will review and revise the Submittal Schedule accordingly, taking into account both the resources available to OPG's Representative to conduct such review and whether delay in the review of the subject matter of the Submittals will have a material impact on the Contractor's ability to progress future anticipated Submittals and

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the Work in accordance with the Submittal Schedule (provided that, with respect to any Fixed Price Work or Firm Price Work, any such delay will be the responsibility of the Contractor and will not be treated as an excusable delay pursuant to section 6.2(a) and the Contractor will not be permitted to propose a Project Change Directive and any costs incurred by the Contractor associated therewith will be borne by the Contractor).

(5) Notwithstanding the foregoing, OPG will utilize commercially reasonable efforts to provide final responses, in accordance with this section 2.8, subject to the terms of the agreed Submittal Schedule. The ordering and timing for the submission of the foregoing documents will be developed and managed jointly by the Parties, acting reasonably. The Contractor will submit all Submittals to OPG in accordance with the Submittal Schedule.

(6) OPG will use commercially reasonable efforts to provide all of its substantive comments to the Contractor in OPG's first review of a Submittal. The Parties acknowledge that it is their intention to minimize the number of review cycles for Submittals.

(b) **General Requirements for Submittals**

(1) The Contractor will ensure that any Submittals that are referred to in Schedule 2.8(b)(1) contain, at a minimum, the concepts or information as set forth in Schedule 2.8(b)(1).

(2) Except as otherwise specified in this Agreement or by OPG's Representative, the Contractor will issue all Submittals to OPG in a format acceptable to OPG provided that if any such Submittals are not in native format, the Contractor will also issue a copy of such Submittal to OPG in its native format. OPG may request that the Contractor (and the Contractor will) issue Submittals through OPG's "Nuclear Refurbishment Supplier Document Hub Website" or another similar website, as may be determined by OPG.

(3) The Contractor will compile and maintain a register of the date and contents of the submission of all Submittals and the date of receipt and content of all returned Submittals and comments thereon.

(4) All Submittals will be in English.

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(5) All Submittals required by this Agreement or by Applicable Laws to be signed or sealed by Professionals will, where applicable, be so signed and sealed.

(6) All Submittals will include copies of all documents to be reviewed and will clearly identify the purpose of the Submittal and the Contractor's proposed course of action relating to the Submittal and the Work that is the subject of the Submittal.

(7) All Submittals will, where applicable, refer to the relevant provisions of this Agreement, including the Specifications and Submittals that have previously been subject to review.

(8) All Submittals will be clearly identified as a Submittal and will be delivered with appropriate covering documentation, which will include a list of all attached Submittals and for each Submittal, will include:

(A) the document number(s) or drawing number(s);

(B) the revision number(s) (if applicable);

(C) the document or drawing title(s);

(D) the name of the entity or entities that prepared the Submittal;

(E) the Submittal history showing date and delivery information and the log number(s) of any and all previous submissions of that Submittal; and

(F) identification of any previous Submittal(s) superseded by the current Submittal.

(9) The Contractor will perform the Work and will prepare all Submittals using the care and skill used by leading engineering, procurement and construction contractors for similar type projects in Canada and the United States, in accordance with all Applicable Laws.

(10) With respect to all Submittals, the Contractor will report to OPG's Representative any error, inconsistency, omission or deviation in any Submittal from the requirements of this Agreement of which

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the Contractor becomes aware. OPG's Representative will discuss the error, inconsistency, omission or deviation with the Contractor and the Contractor will propose and implement a solution satisfactory to OPG's Representative.

(11) The Contractor will deliver each Submittal to OPG's Representative in accordance with and in order to meet the Contract Schedule and, without limiting the foregoing, in a timely manner and orderly sequence, so as not to cause any delay in the Work. The Contractor will ensure that all Submittals comply with the requirements for Submittals set out in this Agreement, including the Specifications.

(12) The Contractor will review all Submittals before submitting them to OPG's Representative. The Contractor's review of each Submittal will be indicated by a stamp, seal (if applicable), date and the signature of the responsible and qualified member of the Contractor's Personnel who conducted the review. Any Submittals not stamped, sealed (if applicable), dated and signed may be returned to the Contractor without being examined and will be considered not to have been submitted. For each Submittal, the Contractor will be deemed to represent that it has determined and verified all necessary requirements, including field measurements, field construction criteria, materials, catalogue numbers and similar data, and has checked and coordinated all Submittals with the requirements of the Specifications and the remainder of this Agreement. Together with any Submittal, the Contractor will notify OPG's Representative or OPG's Designated Delegates, as the case may be, of, and clearly show or describe, any deviation of that Submittal from any requirement under this Agreement.

(c) **Comments**

(1) OPG's Representative or OPG's Designated Delegates will review and respond to each Submittal in accordance with the review periods specified in Schedule 2.8(a). OPG's Representative will return Submittals to the Contractor and assign one of the following three comments:

(A) "REVIEWED";

(B) "REVIEWED AS NOTED"; or

(C) "REJECTED".

(2) The comment "REVIEWED" will be assigned to those Submittals that, in the opinion of OPG's Representative or OPG's Designated Delegates, conform to the requirements of this Agreement. The Contractor will comply with and implement such Submittals.

(3) The comment "REVIEWED AS NOTED" will be assigned to those Submittals that, in the opinion of OPG's Representative or OPG's Designated Delegates, generally conform to the requirements of this Agreement, but in which immaterial deficiencies have been found by OPG's Representative's review. The Contractor will correct these Submittals and provide a copy of each corrected Submittal to OPG's Representative or OPG's Designated Delegates, provided that the Contractor may carry on the Work associated with such Submittals while such deficiencies are being corrected. The Contractor will comply with and implement such Submittals after correction, including in accordance with the comments, if any, provided by OPG's Representative or OPG's Designated Delegates. If at any time it is discovered that the Contractor has not corrected the deficiencies on Submittals stamped "REVIEWED AS NOTED", then the Contractor will be required to modify the Submittals and Work , as required to ensure that the Work complies with this Agreement and the Contractor may be required, at OPG's Representative's or OPG's Designated Delegates' discretion, to resubmit relevant Submittals. In such circumstances OPG's Representative or OPG's Designated Delegates will act promptly in considering whether such deficiencies have been corrected.

(4) The comment "REJECTED" will be assigned to those Submittals that, in the opinion of OPG's Representative, do not conform with the requirements of this Agreement. The Contractor will correct and re-submit these Submittals within 10 Business Days after the comment has been provided to the Contractor, or such longer period as the Contractor may reasonably require, and (unless the Submittals are re-submitted within five Business Days) will give OPG's Representative or OPG's Designated Delegates not less than five Business Days' Notice of when the Submittals will be resubmitted. OPG's Representative or OPG's Designated Delegates will then review, in accordance with Schedule 2.8(a) such re-submitted Submittals and assign a comment to the corrected Submittals. The

Submittals will be corrected, revised and resubmitted as often as may be required to obtain a comment that permits the Contractor to proceed and the Work associated with such Submittals may not be carried on until that time.

(5) Where OPG's Representative or OPG's Designated Delegates issue the comment "REVIEWED AS NOTED" or "REJECTED", OPG's Representative will provide reasons for the comment, referencing the particulars of the section(s) of this Agreement that the Submittal fails to satisfy, and, if requested by the Contractor's Representative, OPG's Representative will meet with the Contractor's Representative to discuss the reasons for the comment.

(6) If, at any time after assigning any comment to a Submittal, OPG's Representative, OPG's Designated Delegates or the Contractor discovers any significant deficiencies or any failure to conform to the requirements of this Agreement, OPG's Representative or OPG's Designated Delegates may revise the comment assigned to any Submittal. If the Parties agree or it is determined in accordance with section 2.8(d) that the revised comment is correct, the Contractor will make all such corrections to the Submittals and the Work.

(7) For the purpose of facilitating and expediting the review and correction of Submittals, OPG's Representative and the Contractor's Representative will meet as may be mutually agreed to discuss and review any outstanding Submittals and any comments thereon.

(8) Where a Submittal is voluminous, OPG's Representative or OPG's Designated Delegates at his or her discretion may elect to stamp only the cover page or first sheet of the Submittal with the appropriate comment, if any, and return to the Contractor the cover page or first page together with individual pages or sheets on which comments are made, together with an explanation of the status of all pages not returned to the Contractor. Any pages returned without such an explanation as to their status will be deemed to be "REVIEWED" by OPG's Representative or OPG's Designated Delegates.

(9) In lieu of returning a Submittal, OPG's Representative or OPG's Designated Delegates may by letter or e-mail notify the Contractor

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of the comment assigned to the Submittal and if such comment is "REVIEWED AS NOTED" or "REJECTED" the letter or e-mail will contain comments in sufficient detail for the Contractor to identify the correction sought.

(10) The Contractor will ensure that all Work is performed in accordance with each applicable finalized Submittal.

(11) Subject to section 6.2(a)(1) and section 2.8(a)(5), the Contractor will be responsible for recovering any time lost in the review process by reason of any error, inconsistency, omission or deviation from the requirements of this Agreement in the Submittals and, in any event, the Contractor will maintain the dates set out in the Progress Schedules.

(12) Unless otherwise agreed between the Parties in writing, where a Submittal is required by this Agreement or by the Progress Schedules, any Goods, or Work relating to that Submittal that are provided before OPG's Representative or OPG's Designated Delegates have completed their review of the Submittal (including any required revisions to the Submittal), will be at the sole risk, responsibility and expense of the Contractor.

(d) **Disputes**

(1) If the Contractor disputes any act of OPG's Representative or OPG's Designated Delegates in respect of a Submittal under this section 2.8, the Contractor will promptly notify OPG's Representative of the details of such Dispute and will submit the reasons why the Contractor believes a different comment should be assigned, together with appropriate supporting documentation. OPG's Representative will review the Submittal, the reasons and supporting documentation and within five Business Days after receipt thereof will either confirm the original comment or notify the Contractor of a revised comment.

(2) If either Party is not satisfied, acting reasonably, with the resolution pursuant to this section 2.8(d), either Party may refer the matter for determination in accordance with Section 11.

(3) Any review and comment by OPG's Representative or OPG's Designated Delegates of any Submittal will be for conformity to the

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requirements of this section 2.8 and, as applicable, other requirements set out in this Agreement, and any such review and comment will not relieve the Contractor of the risk and responsibility for the Work and for meeting all of its obligations under and requirements of this section 2.8, and, as applicable, other requirements set out in this Agreement, and will not create any new or additional obligations or liabilities for OPG. Without limiting the generality of the foregoing any and all errors or omissions in Submittals or of any review or comment will not exclude or limit the Contractor's obligations or liabilities in respect of the Work under this Agreement or exclude or limit OPG's rights in respect of the Work under this Agreement. If, having received comments from OPG's Representative on any Submittal, the Contractor considers that compliance with those comments would amount to a material change from the Work or this Agreement, the Contractor will, within ten (10) Business Days (or such longer period as the Parties may agree) of receipt of and before complying with the comments, provide written notice to OPG of the same and, if it is agreed by the Parties that a material change would arise if the comments were complied with, OPG may, at its election, (a) issue a change to the Work or this Agreement and it will be dealt with in accordance with Section 5, or (b) amend its comment on the Submittal or (c) refer the matter to the dispute resolution procedure in accordance with section 2.8(d)(2). Subject to the aforementioned unless otherwise agreed by the Parties, the Contractor acknowledges and agrees that any compliance with OPG's Representative's or OPG's Designated Delegates' comments will be without change to the Reimbursable Work Target Costs or Progress Schedules or the cost or schedule for Fixed Price Work or Firm Price Work, as applicable.

(e) **Submittal Explanation**. At any time, OPG's Representative may, acting reasonably, require the Contractor, at no additional cost to OPG, to explain to OPG's Representative and OPG's Designated Delegates the intent of the Contractor's Submittals, including in relation to any Professional Work and any associated documentation.

(f) **Revisions**

(1) The Contractor will ensure that each Submittal keeps the same, unique reference number throughout the review process, and that

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subsequent revisions of the same Submittal are identified by a sequential revision number. Correspondence related to such Submittal will reference the reference number and revision number.

(2) Re-submissions will clearly show all revisions from the previous Submittal. Bound documents, including reports and manuals, will contain a preface that clearly states how revisions are marked and the previous revision number against which the revisions have been marked. A consistent format for mark-ups of documents will be used (for example, deletions struck out and additions underscored). Revised portions of drawings will be clearly marked (with appropriate means to visually distinguish between the parts of the drawing that are revised and the parts that are not revised) and the revision number and description of the revision will be included on the drawing.

(3) All revisions on print media will be initialed by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and will identify the persons who initialed the Submittal. Electronic versions of the Submittal will identify the persons who initialed the revisions to the printed version of the Submittal. All such revisions must be able to be integrated into the design.

(4) The Contractor will keep the Professional Work current. If any Professional Work work-product is revised as part of a Submittal, the designs relying on or based on those Professional Work will also be revised accordingly. All such revised work will also be submitted with the Submittal to which it relates.

(g) **Audit by OPG's Representative**

(1) Without limiting any other right under this section 2.8 or section 2.19, OPG's Representative and the Canadian Nuclear Safety Commission ("**CNSC**"), the Technical Standards & Safety Authority ("**TSSA**") or other Governmental Authority will have the right to audit all Submittals, including comparing all Submittals to previous Submittals.

(2) If during an audit or at any other time it is discovered by OPG, the CNSC, the TSSA or other Governmental Authority or the Contractor

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(or resolved pursuant to section 2.8(g)(3)) that any Submittals were not correctly implemented, the Contractor will at its sole cost immediately take all necessary steps to correct and modify the applicable Submittals and the Work to which they relate and will advise OPG's Representative of all such corrections and modifications.

(3) Any Dispute concerning the implementation of a Submittal, subject to section 2.8(d)(1), may be referred by either Party for determination in accordance with Section 11.

(h) **CNSC Review**. Where a review of any Submittal by the CNSC is required by Applicable Laws or OPG's *Power Reactor Operating License*, or is necessary or desirable in order to obtain any CNSC license, then, OPG will coordinate such review by the CNSC and in addition to comments from OPG pursuant to section 2.8(c), the Contractor will reflect any comments on the Submittal provided to OPG by the CNSC, and on such timetable for review as OPG determines and on such timetable to reflect compliance with such comments.

(i) **Effect on Cost and Schedule**.

(1) With respect to any Fixed Price Work and Firm Price Work, with reference to sections 2.8(c)(3), 2.8(c)(4) and 2.8(c)(6), no extension of time will be given or additional compensation paid in respect of any such modification or re-submittal and any costs incurred by the Contractor associated therewith will be borne by the Contractor.

(2) With respect to Reimbursable Work, with reference to sections 2.8(c)(3), 2.8(c)(4) and 2.8(c)(6), no change to the Reimbursable Work Target Costs or Progress Schedules will be made in respect of any such modification or re-submittal, but any costs incurred by the Contractor associated therewith will be Allowed Costs, provided that the Contractor has not been negligent and has followed its quality management plan.

2.9 Professional Work

(a) **Provision**. The Contractor will provide all the Professional Work necessary or desirable to provide the Work.

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(b) **Specifications**. The Contractor will promptly provide Notice, in the form of document attached as Schedule 2.9(b), to OPG's Representative of any error, deficiency, defect, inconsistency, discrepancy, omission or deviation between the requirements of this Agreement and the Specifications of which the Contractor becomes aware. After the Contractor provides OPG's Representative with all information reasonably requested by him or her, OPG's Representative will discuss the error, deficiency, defect, inconsistency, discrepancy, omission or deviation and provide a direction promptly to the Contractor resolving the issue by way of a Project Change Directive issued in accordance with section 5.2. If the Specifications, or any portion of them, are found to be in error, deficient, defective, inconsistent, incomplete or deviate from the requirements of this Agreement in any way, the Contractor will perform, at its cost, any corrective work to remedy the erroneous, deficient, defective, inconsistent or incomplete part of the Specifications and take any other remedial action with respect to the Work or Goods arising in respect of such error, deficiency, defect, inconsistency, discrepancy, omission or deviation. All Work provided after the Contractor became aware of the error, deficiency, defect, inconsistency, discrepancy, omission or deviation from the requirements of this Agreement will be at the Contractor's sole risk until OPG's Representative makes a decision as to how to reconcile or fix the error, deficiency, defect, inconsistency, discrepancy, omission or deviation. If the Contractor fails to so provide Notice to OPG's Representative under this section 2.9(b) respecting any such error, deficiency, defect, inconsistency, discrepancy, omission or deviation, after becoming aware of the error, deficiency, defect, inconsistency, discrepancy, omission or deviation, the Contractor may not make any claim whatsoever against OPG respecting such error, deficiency, defect, inconsistency, discrepancy, omission or deviation.

2.10 Optional Work, Contingency Work, Dynamic Commissioning Work & Execution Phase Work

(a) **Optional Work**. In the event that OPG elects to proceed with Optional Work on any Unit, OPG will issue an Optional Work Notice to Proceed to the Contractor for such Unit no later than 90 Business Days prior to the scheduled commencement date for such Optional Work. No Optional Work will be conducted on a Unit prior to the issuance of an Optional Work Notice to Proceed for that portion of Work by OPG.

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(b) **Contingency Work**. In the event that Contingency Work is required pursuant to the Specifications, the Contractor will, in good faith and consistent with the terms and conditions of this Agreement, prepare, with the assistance and input of OPG, draft specifications (based where applicable on the relevant Specifications) for the performance of such Contingency Work (the "**Contingency Work Specifications**"). If OPG and the Contractor reach agreement on all components of the Contingency Work Specifications together with any required changes to the Contract Schedule, the Submittal Schedules, the Progress Schedules or the Contract Price, as the case may be, OPG and the Contractor will promptly execute an Amendment to this Agreement reflecting the agreed changes. Such Amendment will attach the Contingency Work Specifications together with updated versions of the Contract Schedule, Submittal Schedules, Progress Schedules and the Contract Price, as the case may be. For clarity, any required changes to the Contract Price will be developed in a manner consistent with the pricing principles reflected in Schedule 7.1. No Contingency Work will be conducted on a Unit prior to the execution of an Amendment for that portion of Work by OPG.

(c) **Dynamic Commissioning Work.** OPG will issue a Dynamic Commissioning Work Notice to Proceed to the Contractor, on a Unit-by-Unit basis, no later than 60 Business Days prior to the scheduled commencement date for the Dynamic Commissioning Work on the applicable Unit. Within five Business Days of receipt of such Dynamic Commissioning Work Notice to Proceed, the Contractor will deliver to OPG, for review as a Submittal in accordance with section 2.8, a detailed "hire-on" plan for the Dynamic Commissioning Work. No Dynamic Commissioning Work will be conducted on a Unit prior to the issuance of a Dynamic Commissioning Work Notice to Proceed for that portion of Work by OPG.

(d) **Commencement of the Execution Phase Work.** OPG will issue the Execution Phase Work Notice to Proceed in advance of or concurrent with execution of the Amendment contemplated in section 2.7(d).

(e) **Early Performance of Execution Phase Work**. Notwithstanding section 2.10(d), if the Contractor completes the Definition Phase Reimbursable Work (other than OPG and the Contractor having reached agreement on all components of the Execution Phase Plan) prior to the date on which OPG issues the Execution Phase Work Notice to Proceed, then OPG and Contractor may agree to performance by the Contractor of Execution

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Phase Work in advance of the receipt of the Execution Phase Work Notice to Proceed subject to the following:

(1) the Contractor will submit to OPG a proposal setting out the Contractor's plans to mitigate the cost and risk to OPG while the Contractor is standing by to commence the Execution Phase Work on the first Unit (a "**Standby Plan**"). The Standby Plan will set out in detail the resources and personnel that will have to be maintained by the Contractor; and

(2) if OPG approves such Standby Plan: (i) the Contractor will perform the Execution Phase Work agreed to in the Standby Plan; and (ii) OPG will compensate the Contractor for any Reimbursable Costs, together with the profit and overhead component of the percentage(s) applicable to the relevant cost categories set out in Attachment 7.1(9) – Execution Phase Fixed Fee to Schedule 7.1 for such Reimbursable Costs incurred by the Contractor in connection with such Standby Plan.

2.11 Procurement, Warranty on Goods, Quality Assurance and Expediting

(a) **Procurement**. Except to the extent otherwise expressly provided in this Agreement, the Contractor will be responsible, at its cost, for manufacturing, supplying or procuring, factory testing, transporting, delivering, inspecting, receiving and installing all Goods and providing all services reasonably required in respect of the Work. The Contractor will conduct all these activities in accordance with this Agreement, including Schedule 2.11.

(b) **Warranty on Goods**. The Contractor will ensure that all Goods will be fit for the purposes as specified by this Agreement, new, unused (unless agreed to by OPG in advance in writing), not Defective and free from all Liens, of good quality and comply with all requirements under this Agreement. All warranties and guarantees set out in this Agreement are for the benefit of OPG. If required by OPG, the Contractor will provide satisfactory evidence (including reports of required inspections, tests and approvals) as to the kind and quality of all Goods. The Contractor will ensure that all Goods will be constructed, applied, assembled, erected, installed, used, connected, adjusted, field tested, conditioned, cleaned, commissioned and cleaned up in accordance with instructions of the applicable Subcontractor, except to the extent as may otherwise be provided in this Agreement. The Contractor will not disregard the written

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requirements of its specialist Subcontractors in respect to their Work or Goods, unless such decision is dispositioned under and in accordance with the Contractor's quality assurance program.

(c) **Quality Assurance**.

(1) **Quality Assurance Program**. The Contractor will implement, maintain and comply with an OPG-approved quality assurance program that will:

(A) ensure the workmanship used to perform the Work will fully meet the requirements of this Agreement and the Specifications;

(B) meet applicable elements for design (engineering), procurement and construction services of *CSA N286-05, Management System Requirements for Nuclear Power Plants*, as amended, restated or replaced from time to time; (as a guideline with respect to applicable elements of *CSA N286-05 for EPC Services*, refer to memo *N-CORR-01930-0387907 P* dated July 11, 2011);

(C) conform with the requirements of *CSA Z299.1* quality standards or such equivalent quality standard agreed to by OPG that may replace said standard;

(D) meet applicable elements for design software (use, modification or development) of *CSA N286.7, Quality Assurance of Analytical, Scientific and Design Computer Programs for Nuclear Power Plants*;

(E) meet the requirements of *CSA N285.0, General Requirements for Pressure Retaining Systems and Components in CANDU Nuclear Power Plants*, as amended, restated or replaced from time to time. All pressure boundary activities will be carried out in compliance with *CSA N285.0* and where required under a "Certificate of Authorization" issued by the Technical Standards and Safety Authority;

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(F) meet the Electric Power Research Institute guidelines with respect to the prevention and detection of *Counterfeit, Fraudulent and Suspect Items (CFSI)*; and

(G) ensure that Subcontractor evaluation and selection is performed in compliance with the requirements of the applicable elements of *CSA N286-05* and *CSA Z299* series of quality standards or such equivalent quality standard agreed to by OPG that may replace said standards.

(2) **Quality Documents**. The Contractor will provide OPG with signed and dated legible copies or originals of all inspection documents pertaining to the Work, Goods and ESES Goods, including their installation and testing. The Contractor will retain all quality assurance documentation and records for seven years after the Final Completion Date or for any longer period specified in the Specifications.

(3) **Effects of Non-Conformance**. If the Contractor or OPG identifies anything which does not conform to the quality assurance program set out in section 2.11(c)(1), the Contractor will promptly correct such non-conformance (unless the Contractor proposes to "use as is") and deliver a Notice in the form of Schedule 2.11(c)(3) to OPG's Representative reporting the corrective action proposed to be taken by the Contractor, or that the Contractor proposes to "use as is", describing such proposal in Appendix A to such Notice (which Appendix A will detail all assumptions, the validation of such assumptions and any supporting calculations, studies or reports). OPG's Representative will review the Contractor's Notice within the review period set out in Schedule 2.8(a), sign it and send it back to the Contractor: (i) indicating OPG's agreement with the proposed disposition on the terms set out in Appendix B of the Contractor's Notice; or (ii) directing the Contractor to comply with the Specifications and the quality assurance program, such agreement and direction being in OPG's sole discretion. A copy of any Notice delivered to OPG under this section 2.11(c)(3) will be retained and properly archived by the Contractor.

(4) **Quality Assurance Plan**. The Contractor will provide OPG with its Project quality assurance plan which will be submitted as a

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Submittal in accordance with the Submittal Schedule. The Project quality assurance plan will:

(A) comply with all applicable Codes and Standards and be consistent with the requirements of this Agreement;

(B) identify the roles and responsibilities of key Contractor's Personnel responsible for the Project;

(C) identify how interface requirements with OPG as required by the COIR are achieved; and

(D) how interface with Subcontractors is achieved.

(5) **Procurement Management Plan**. The Contractor will implement, maintain and comply with an OPG-approved procurement management plan. Such plan will be based upon the Contractor's qualified procurement program and should include OPG or Contractor specified materials and services procurement activities in accordance with the COIR.

(6) **Materials Management Plan.** The Contractor will implement, maintain and comply with an OPG-approved materials management plan. Such plan should cover among other things logistics, receiving, handling storing of materials, in-storage maintenance, special handling requirements, if any, special lifting or rigging requirements.

(7) **ASL of Other OPG Contractor**. The Contractor acknowledges and agrees that it may be required, pursuant to a Project Change Directive issued in accordance with section 5.2, to qualify its quality assurance program on the approved supplier list of an Other OPG Contractor, designated by OPG in writing, to enable such Other OPG Contractor to receive the Goods into such Other OPG Contractor's quality assurance program.

(d) **Expediting Work**. If in OPG's sole and absolute discretion the Contractor is not providing the Work in accordance with the Contract Schedule, or the quality of Work or Goods does not meet the requirements of this Agreement, OPG may take any steps to expedite any Work that OPG's Representative believes requires expediting. The Contractor will, at the Contractor's own cost, promptly following receipt of Notice, in the form of

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Schedule 2.11(d) from OPG's Representative make such changes as are, in the opinion of OPG's Representative, necessary to provide the Work in accordance with the Contract Schedule.

2.12 Construction

(a) **Direction and Competent Supervision**. The Contractor will provide (including all direction, supervision and inspection of) the Work competently and efficiently, devoting such attention and applying such skills and expertise, as may be necessary to provide the Work in accordance with this Agreement. The Contractor will at all times maintain good discipline and order at the Site. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures used to provide the Work. The Contractor will ensure that the Work complies with this Agreement. The Contractor will keep OPG advised as to the quality and progress of the Work and the Project in such manner and at such times as OPG may request from time to time. Unless OPG agrees otherwise in writing, the Contractor will follow the oral review board process detailed in Schedule 2.12(a) to evaluate the suitability of all Persons who are to be appointed to supervisory positions.

(b) **Temporary Structures and Facilities**. The Contractor will have the sole responsibility for:

(1) the design, erection, operation, maintenance and removal of all temporary structures and facilities at the Site; and

(2) the design and execution of construction methods required in the use of such structures and facilities.

(c) **Time for Provision of Work**. Except:

(1) to the extent reasonably required for the safety or protection of any individual, the Work, Goods, Project or property on, under, over or near the Site;

(2) to the extent otherwise provided in this Agreement, including the Specifications and the Contract Schedule;

(3) where OPG's Representative provided his or her prior written consent;

(4) as required to provide Dynamic Commissioning Work; or

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(5) as required by the Refurbishment Program schedule,

the Contractor will ensure that all Work at the Site will be provided between 7 a.m. and 6 p.m. on Business Days.

(d) **Reference Points**. The Contractor will establish the lay out for the Project and will maintain and protect the reference points and property monuments established by OPG. The Contractor will ensure that such reference points are not changed or relocated without the prior written consent of OPG's Representative. The Contractor will promptly report to OPG's Representative whenever any reference points or property monument are lost or destroyed or require relocation because of necessary changes in grades or locations. If OPG's Representative provides consent to any change to, or relocation of, a reference point or property monument, the Contractor will cause such change or relocation to be carried out accurately by professionally qualified individuals.

2.13 Shipping, Handling and Storage for Contractor's Property

The Contractor will be solely responsible for the care, custody and control of the Contractor's Property when providing the Work at the Site, including the responsibilities described in the Tooling and Materials Management Plan together with all work protection in respect of such Contractor's Property. OPG assumes no responsibility or liability for the Contractor's Property and no act or inaction of OPG will result in a transfer of such responsibility or liability. Notwithstanding the foregoing, OPG will take reasonable care of any of the Contractor's Property that is in OPG's possession or control only if OPG's Representative has accepted responsibility in writing for such part of the Contractor's Property prior to possession or control being transferred to OPG. In such event, the Contractor will ensure that it has provided such accountable or more senior person with appropriate shipping, handling, storage or other instructions and will ensure that such accountable or more senior person has agreed in writing to take reasonable steps to comply with such instructions. The Contractor will be responsible to commission its tooling. Any permanent and temporary modifications to systems, structures and components will be commissioned by the Contractor in accordance with the Specifications.

2.14 Labour and Subcontractors

(a) **Competent Workers**. The Contractor will ensure all of the Contractor's Personnel assigned to the Work or the Site, including the Contractor's Representative and his or her delegates, are:

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(1) qualified because of knowledge, training and experience to organise the Work and its performance;

(2) familiar with the *Occupational Health and Safety Act* (Ontario) provisions that apply to the Work;

(3) understand, and have the necessary skills to perform, their roles and obligations under this Agreement including those relating to safety, the environment, quality assurance, labour requirements, nuclear safety requirements and Site rules and procedures; and

(4) have knowledge of any potential or actual danger to health or safety in the workplace.

(b) **Apprentices**. The Contractor will work with local unions representing trades required for the Work to develop an apprenticeship methodology for such trades, with the intention that such apprenticeship methodology will result in 20 percent or greater of such personnel in apprenticeship roles for the Project.

(c) **Contractor Fully Responsible for Workers and Subcontractors**. The Contractor will be solely responsible for providing, scheduling and co-ordinating the Subcontractors and the Contractor's Personnel. The Contractor will co-operate with Other OPG Contractors in all matters of common interest pertaining to services being provided under agreements between OPG and such Other OPG Contractors, and ensure that the Work being provided on the Site does not obstruct the operations of OPG or Other OPG Contractors providing services at or near the Site. Except where OPG's Representative requests in writing a specified form of communication, the Contractor will communicate with OPG and all such Other OPG Contractors solely through OPG's Representative. Except where OPG's Representative requests in writing a specified form of communication, the Contractor will ensure that all Subcontractors communicate with OPG solely through the Contractor. The Contractor will be fully responsible for all acts and omissions of each member of the Contractor's Personnel and each of the Subcontractors and any such acts and omissions will be deemed to be those of the Contractor. Accordingly, respecting each obligation of the Contractor under this Agreement, the Contractor will ensure that no worker of the Contractor, no Subcontractor and no worker of any Subcontractor will breach any such obligation. In addition, respecting each action which the Contractor is not permitted to take under this Agreement, the Contractor will ensure that no worker of

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the Contractor, no Subcontractor and no worker of any Subcontractor will take any such action that is not permitted. Where any Subcontractor provides any of the Work or Goods, the Contractor will use commercially reasonable efforts to compel the Subcontractor to name OPG as a beneficiary under any performance, labour and material payment or lien bond posted in respect of those Work or Goods.

(d) **Identity of Subcontractors**. Set out in Schedule 2.14(d) is a list of each Subcontractor providing any of the Work, where the value of all contracts with that Subcontractor, on a Unit-by-Unit basis, exceeds $200,000, together with a summary of the Work to be provided by each such Subcontractor. The Contractor will not:

(1) change any Key Subcontractor;

(2) change in a material manner the Work provided by any Key Subcontractor; or

(3) add any new Key Subcontractor who will be providing any material amount of the Work or Goods,

unless OPG's Representative consents in writing to such change or addition.

(e) **Subcontracts**.

(1) The Contractor will ensure that all Subcontractors and all Contractor's Personnel comply with the terms of this Agreement as are applicable to them, including the terms relating to safety, environment, quality assurance, labour requirements, nuclear safety requirements, OPG's audit rights and step-in rights, and Site rules and procedures. The Contractor will enter into a written contract with each Subcontractor providing any of the Work that specifically binds the Subcontractor to the applicable terms of this Agreement, including the terms relating to safety, environment, quality assurance, labour requirements, nuclear safety requirements, OPG's audit rights and step-in rights and Site rules and procedures and this section 2.14, for the benefit of OPG.

(2) The Contractor will ensure that each such contract contains a term stating: "*Notwithstanding any term in this Agreement, the Parties commit to each other and to Ontario Power Generation Inc. that*

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each party will comply in all respects with section 2.14(e) of the engineering, procurement and construction agreement dated as of January 22, 2014 between ONTARIO POWER GENERATION INC. and AECON CONSTRUCTION GROUP INC. and SNC-LAVALIN NUCLEAR INC."

(3) The Contractor will ensure that each contract with a Subcontractor respecting the Work or Project will give OPG or OPG's Designated Delegate the right to continue the contract with the Subcontractor in the place of the Contractor if OPG decides to entirely finish the Work in accordance with sections 9.8(c) or 10.3. In the case of assumption of a subcontract by OPG, all invoices submitted by the Subcontractor will be in the name of OPG. At the request of OPG, the Contractor will provide copies (unpriced in the case of subcontracts for Fixed Price Work or Firm Price Work) of any subcontract (or evidence otherwise acceptable to OPG) that such subcontract complies with this section 2.14(e).

(f) **Labour Obligations**. The Contractor will, or will cause its Subcontractors to, comply with all obligations set out in Schedule 2.14(f) including those set out in the "Labour Requirements Clause – Form 1" attached to Schedule 2.14(f). The Contractor will indemnify and save harmless OPG from and against any and all Losses suffered or incurred by OPG on account of claims made or grievances filed by any unions on account of any breach by the Contractor of the obligations set out in Schedule 2.14(f) in the course of providing the Work or on account of other non-unionized labour providing portions of the Work. Specifically, the Contractor acknowledges and agrees that OPG may be required to obtain a Purchased Services Agreement ("**PSA**") with its union(s) with respect to some or all of the Work, and that, if OPG is unable to obtain such PSA, OPG may terminate the Work, in whole or in part, in accordance with this Agreement and such termination shall be deemed a termination under section 12.2.

(g) **WSIB**. The Contractor's Workplace Safety and Insurance Board ("**WSIB**") account number is [redacted] The Contractor will be and remain at all times in good standing with the WSIB. Upon initial arrival on the Site, and from time to time at the request of OPG, the Contractor will submit a certificate of compliance from the WSIB as to the Contractor's status and that of all Subcontractors that will be

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providing Work at the Site. Together with the letter, the Contractor will submit a list of the WSIB registration numbers of each of the Contractor's Personnel who will be employed at the Site, and will thereafter update the list as the Work progresses.

(h) **Foreign Nationals**. The Contractor will obtain at its own cost all Approvals from all applicable Governmental Authorities respecting all foreign nationals who may be engaged in providing the Work in Canada.

(i) **Reasonable Objections by OPG**. The Contractor will not use, as part of the Contractor's Personnel, any individual against whom OPG has a reasonable objection. The Contractor will promptly remove from the Site any such Person whom OPG's Representative does not consider competent or otherwise considers unsuitable for providing the applicable Work, including for failure to comply with any applicable health or safety obligations or any other obligations under this Agreement.

(j) **Payment of Subcontractors**. The Contractor will pay in a timely manner all costs (including Taxes) respecting Work provided or caused to be provided by a Subcontractor on the Site which could result in any Lien being filed under the *Construction Lien Act* (Ontario) or otherwise against any property owned, leased or licensed by OPG or any of its subsidiaries or in which OPG or any of its subsidiaries has an interest, in whole or in part, including the Site. If the Contractor fails to make any such payment in a timely manner, OPG may make payment directly to the applicable Subcontractor. At the request of OPG, the Contractor will cause the Subcontractor to issue any unpaid invoice directly to OPG. Section 7.6(d) will apply in respect of any such payment. Where OPG makes any such payment, OPG may set off the full amount of any such payment against any amount otherwise owing by OPG to the Contractor and OPG may withhold any amount required by Applicable Laws.

(k) **Liens**. The Contractor will keep title to the Site and every part of the Site free and clear of all Liens respecting the provision of the Work. The Contractor will indemnify and hold harmless OPG from and against all Losses suffered or incurred by OPG and all claims, demands, actions, suits or proceedings for Losses made against OPG by any Person in respect of any Liens registered by a Subcontractor against any property owned, leased or licensed by OPG or any of its subsidiaries or in which OPG or any of its subsidiaries has an interest, in whole or in part, including the Site. The Contractor will immediately notify OPG of any such Lien, claim of Lien

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or other action of which it has knowledge and which affects the title to any property owned, leased or licensed by OPG or any of its subsidiaries or in which OPG or any of its subsidiaries has an interest, in whole or in part, including the Site. If any Lien is registered against any such property, in whole or in part, including the Site, by a Subcontractor, the Contractor will cause the Lien to be vacated or discharged from title within three Business Days of registration. If the Contractor fails to vacate or discharge any such Lien in a timely manner, OPG may vacate or discharge that Lien by paying into court any sum or providing such security as may be necessary to vacate or discharge the Lien. In addition, the Contractor will immediately reimburse OPG on demand for all OPG's costs and expenses respecting the discharge, including the amount of the payment into court, the cost of any such security, OPG's legal fees and expenses and a reasonable charge for time spent by OPG personnel. OPG may set off the full amount of any such reimbursement obligation against any amount otherwise owing by OPG to the Contractor.

(l) **Security Checks**. OPG will perform an employment suitability check for each of the Contractor's Personnel from time to time. Upon request by OPG, the Contractor will, at its own cost, submit to OPG's Representative the information required by OPG for each of the OPG identified Contractor's Personnel. The information that OPG requires, such as photographic identification, birth certificate and citizenship card, may vary from individual to individual, depending on the individual's background and circumstances. OPG may require, from time to time, that any of the Contractor's Personnel complete OPG forms for security clearance. These forms may include a five year, or more, residence and work history. If any of the Contractor's Personnel have not resided in Canada for more than five years, OPG will require that such Contractor's Personnel provide further information, including references, education credentials and criminal record checks. OPG may require any supporting documentation to be verified in a manner established by OPG, including by notarising. If OPG determines that any of the Contractor's Personnel is unsuitable for any reason, or if OPG is not satisfied with the timeliness, accuracy, validity, adequacy or completeness of any of the information received by OPG, then the Contractor will ensure that the applicable Contractor's Personnel is replaced immediately, at its own cost. OPG will maintain all the information submitted to OPG under this section 2.14(l) in accordance with Applicable Laws.

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2.15 Use of Site and Other Areas

(a) **Documents to be Maintained on Site**. The Contractor will maintain in a safe place on the Site one record copy of this Agreement (including all Amendments), Submittals, Project Change Directives and quality assurance documentation, in good order and annotated to show all changes made during the provision of the Work. The Contractor will make all these documents available to OPG at any time for reference at the Site. On Unit System AFS Completion for each Unit, the Contractor will deliver those documents requested by OPG to OPG at the time and place designated by OPG.

(b) **Access to Areas**. If the Contractor requires access to any area outside of the Site, the Contractor will obtain, at its own cost, such access for such purposes as the Contractor requires.

(c) **Designated Areas**. The Contractor will ensure that:

(1) all Goods, ESES Goods, construction equipment, tools, fuel and temporary structures and facilities, including for offices, lunchrooms, canteens, sanitation, showers, change rooms, accommodations, shops, warehouses and garbage disposal, whether in use or in storage; and

(2) the operations of the Contractor and all Subcontractors,

will be restricted only to the Designated Areas and any other areas outside of the Site permitted by Applicable Laws. The Contractor will ensure that all such temporary structures and facilities will be of metal construction and will be removed from OPG's property when any such structure or facility is no longer needed, and in any event, within 60 days of the Final Completion Date. If the Contractor does not so remove any such structure or facility, OPG may remove such structure or facility at the Contractor's cost. The Contractor will conduct all activities in the Designated Areas in accordance with this Agreement.

(d) **Site Conditions**. The Contractor will keep all of the Contractor's Personnel fully informed in a timely manner of all Site rules and conditions and any changes to such rules and conditions.

(e) **Contractor Responsibility for Damages**. Subject to section 4.7, the Contractor will have exclusive responsibility for any damage, injury or loss

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caused by the Contractor to any area on the Site, including street curbs and sidewalks, or to OPG or any other occupant of the Site or to any adjacent area, respecting the providing of the Work. The Contractor will make good any such damage, injury or loss. If any claim, demand, action, suit or proceeding is made against OPG by any Person for any Losses arising in respect of the Work or Goods, the Contractor will promptly resolve the claim. The Contractor will indemnify and hold harmless OPG, from and against all Losses suffered or incurred by OPG and all claims, demands, actions, suits or proceedings for Losses made against OPG by any Person, to the extent arising in respect of the Work or Goods, including in respect of any breach of any Applicable Laws.

(f) **Clean Site**. During the providing of the Work on the Site, the Contractor will keep the Site, and any roads and sidewalks used in the course of providing the Work, free from accumulations of rubbish, debris and other waste materials (OPG will be providing common services at the Sites for snow and ice removal, landscaping, roadways maintenance, garbage disposal and security). The Contractor will implement a housekeeping program to ensure that all rubbish and debris is kept to a minimum and cleared away daily and that all materials are stored in a safe manner. Promptly following each of Unit Mechanical Completion and Unit System AFS Completion for each Unit, the Contractor will remove all rubbish, debris and other waste or surplus Goods from and about the Site as well as all applicable construction equipment, tools, fuel, temporary structures and facilities, including for offices, lunchrooms, canteens, sanitation, showers, change rooms, accommodations, shops, warehouses and garbage disposal, and all other Goods not otherwise necessary to complete punch list items, all in accordance with the Specifications. Except as set out in section 2.15(c), any materials remaining to complete punch list items will be removed by no later than the Unit Mechanical Completion Date or the Unit System AFS Completion Date, as applicable, for each Unit. The Contractor will leave the Sites clean, safe and ready for use and occupancy by OPG as of Unit Mechanical Completion. The Contractor will restore to original condition, as at the date of this Agreement, all property not designated for alteration by this Agreement. In addition, the Contractor will provide any other cleaning activities required as part of this Agreement.

(g) **Load Limits**. The Contractor will not load the Project or the Site and will ensure that no part of the Project or Site will be loaded in any manner that will endanger the Project or Site. The Contractor will not subject any part

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of the Project or any property on, under, over or near the Site to unsafe stresses or pressures.

(h) **Access by Other OPG Contractors and OPG Personnel**.

(1) The Contractor acknowledges that the Refurbishment Program will require OPG to grant Other OPG Contractors and OPG personnel access to all or parts of the Project and/or Sites or that the Contractor may require access to Other OPG Contractors' projects and/or sites.

(2) The Contractor, in performing the Work, will do so in a manner that complies with contractor access and exit locations, boundaries, physical separations, designated aisle ways, etc. and in accordance with the Access Request Protocol. Other OPG Contractors will also be required to perform their work in accordance with the Access Request Protocol.

(3) The Contractor, in performing the Work, will do so in a manner that does not materially interfere with access by Other OPG Contractors and OPG personnel during performance of the Work, and the Contractor, the Contractor's Personnel and all Subcontractors will comply with the Access Request Protocol and will not materially interfere with the work of Other OPG Contractors when having to access the project and/or site of an Other OPG Contractor. The Contractor will work co-operatively with each Other OPG Contractor and OPG to prevent material adverse interference with access to or the work taking place on any of the project(s)/sites by any of them.

(4) Without limiting the foregoing, the Contractor will, with such Other OPG Contractors, and OPG will so direct such Other OPG Contractors and OPG personnel to, cooperate and coordinate in a commercially reasonable manner all concurrent Project/Site activities and access to the Project/Sites. It is expressly acknowledged that neither Contractor nor such Other OPG Contractors has, or will have any presumptive rights over the Sites, and accordingly each will be required to interact in a commercially reasonable manner in the circumstances.

(5) In addition, the Contractor acknowledges that the interaction with such Other OPG Contractors and OPG personnel as contemplated

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by the foregoing provisions under this section 2.15(h) will not, in any event, be cause for excusable delay by the Contractor in performance hereunder pursuant to section 6.2(a), nor support any claim for additional compensation, unless the Contractor has fully performed its obligations under this section 2.15(h) and such Other OPG Contractors have failed to meet their obligations as per the Access Request Protocol and the Contractor has no further recourse against such Other OPG Contractor.

2.16 Intellectual Property

(a) **Grant of Intellectual Property Rights**. The Contractor grants to OPG all rights (including ownership of the physical property) in the Work, Goods, Project, Submittals, results of the Work, and all other documents of any kind, designs, drawings (including as built drawings), inventions, ideas, processes, discoveries, techniques, diagrams, illustrations, schedules, performance charts, brochures, specifications, plans, photographs and other recordings, reports, manuals (including operating and maintenance manuals), software (hard copies and machine readable formats), information, data, models, samples and other deliverables, all to the extent developed or provided or required to be developed or provided by the Contractor to OPG under this Agreement (collectively the "**Property**"). Without limiting the foregoing, this grant includes all intellectual property rights (including all trade secrets, confidential information, patents, patent applications, rights to file patents, trade-marks, trade-mark applications, rights to file trade-marks, copyrights, industrial and similar designs, rights to file for industrial and similar designs, and know-how) contained, embedded or disclosed in, or otherwise required for OPG's use of, the Property (collectively, the "**Intellectual Property**"), except with respect to Retained Intellectual Property licensed to OPG in accordance with section 2.16(c). This grant of rights becomes effective in respect of each item of the Property on the completion of each such item. Effective on the date of each such grant, each such item becomes Confidential Information. For clarity, the Parties agree that neither Property nor Intellectual Property as defined in this section 2.16 shall be deemed to include or incorporate any OPG-Provided Intellectual Property (as defined below).

(b) **No Diminishing of Intellectual Property Rights**. The Contractor will not take any action that may compromise or diminish the grant to OPG of rights in the Property. The Contractor will perform any acts required to confirm or document OPG's rights in the Property. These acts include

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obtaining, at the request of OPG and at the Contractor's expense, assignments of rights from the Contractor's Personnel, as applicable, any applicable Subcontractor's employees and any applicable Subcontractor. These acts also include providing, at OPG's expense, access to the Contractor's Personnel, as applicable, and any applicable Subcontractor to assist OPG to protect fully its rights in the Intellectual Property.

(c) **Exception and Licence**. Notwithstanding any term in section 2.16, the Contractor and each Subcontractor retains its rights and title in its part of the Intellectual Property, so long as the Contractor or the applicable Subcontractor can establish through written records that such Intellectual Property: (i) existed before the earlier of, the date of this Agreement or the date that the Contractor commenced the Work, (ii) was developed independent of the Work; or (iii) constitutes processes, methodologies, experience and know-how of Contractor and its Subcontractors, including incremental improvements thereto, learned or developed by the Contractor or the applicable Subcontractor during the performance of the Work (except to the extent such processes, methodologies, experience and know-how incorporate OPG-Provided Intellectual Property or OPG Confidential Information), (collectively, the "**Retained Intellectual Property**"). In respect of all such Retained Intellectual Property that the Contractor or a Subcontractor owns or claims to own, the Contractor grants to OPG, or, in the case of a Subcontractor, the Contractor will provide to OPG, at the Contractor's cost, a perpetual, irrevocable, royalty-free, non-exclusive, fully paid up, non-transferrable (except in accordance with section 13.1) licence, to:

(1) use all such Retained Intellectual Property in respect of the operation and maintenance, construction, commissioning, refurbishment, replacement, alteration, relocation, decommissioning, dismantling or demolition of the generating station, in whole or in part, to which the Retained Intellectual Property applies;

(2) use all such Retained Intellectual Property in respect of any transaction relating to the financing, sale, lease or other transfer of rights to a successor in interest involving the generating station, in whole or in part, to which the Retained Intellectual Property applies;

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(3) disclose any Retained Intellectual Property to any Person who requires such Retained Intellectual Property in respect of any of the actions referred to in sections 2.16(c)(1) or 2.16(c)(2);

(4) use, reproduce, copy, transmit, modify and create derivative works from any Retained Intellectual Property in respect of any of the actions referred to in sections 2.16(c)(1) or 2.16(c)(2); and

(5) sublicence any or all rights granted to OPG under this section 2.16(c) to any Person who provides goods or services to OPG in respect of any of the actions referred to in sections 2.16(c)(1) or 2.16(c)(2).

(d) **Representation and Warranty**. The Contractor represents and warrants to OPG as follows.

(1) **No Suits**. There is no claim, demand or suit respecting any part of the Property, the Intellectual Property or the Retained Intellectual Property.

(2) **No Potential Claims**. There is no potential claim, demand or suit that Contractor is aware of respecting the Property, the Intellectual Property or the Retained Intellectual Property, in whole or in part, that could affect the performance, function or use of the Property, Intellectual Property or Retained Intellectual Property, in whole or in part, as intended by this Agreement.

(3) **Ownership**. Before transferring ownership in the Property (including the Intellectual Property but excluding the Retained Intellectual Property licensed to OPG in accordance with section 2.16(c)) to OPG, the Contractor is the exclusive owner of, and has good and marketable title to, all the Property. Except in regard to the Retained Intellectual Property, there is no ownership interest, agreement option or other right, title, benefit, interest or privilege outstanding in favour of any Person for the purchase or licence from the Contractor of, or any Lien in favour of any other Person in, any of the Property.

(4) **Right to Grant Licence**. The Contractor has the right to grant the licence rights in the Retained Intellectual Property and will obtain such rights from Subcontractors as contemplated by this Agreement.

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(e) **OPG's Remedy for Breach**. The Contractor will indemnify and hold harmless each member of the OPG Group from and against all Losses suffered or incurred by a member of the OPG Group and all claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person arising in respect of any breach or infringement or alleged breach or infringement by any member of the OPG Group of any right of any third party in any of the Property, the Intellectual Property or the Retained Intellectual Property (except to the extent arising in respect of: (i) the OPG-Provided Intellectual Property; or (ii) OPG's use of the Retained Intellectual Property other than as expressly provided in 2.16(c))). If any such claim, demand, action, suit or proceeding arises, the Contractor will, at its own cost:

(1) obtain the right for OPG to continue using the Property, the Intellectual Property and the Retained Intellectual Property in the manner intended by this Agreement;

(2) make such modifications to the Property, the Intellectual Property and the Retained Intellectual Property so that it becomes non-infringing, without incurring any diminution in the performance, function or use of the Property, the Intellectual Property or the Retained Intellectual Property, as intended by this Agreement; or

(3) replace the Property, the Intellectual Property and the Retained Intellectual Property to the extent necessary with non-infringing substitutes, so long as such substitutes do not result in a diminution in the performance, function or use of the Property, the Intellectual Property or the Retained Intellectual Property as intended by this Agreement.

(f) **License to use OPG-Provided Intellectual Property.** During the course of the Work, OPG may provide to Contractor certain intellectual property contained, embedded or disclosed in the ESES Deliverables that is either owned by OPG or licensed by OPG from the ESES Vendor or other third parties (**"OPG-Provided Intellectual Property"**). OPG grants to Contractor a non-exclusive licence to use and modify such OPG-Provided Intellectual Property solely for the purpose of performing the Work in accordance with this Agreement, including a right to sublicense such OPG-Provided Intellectual Property (on the same terms and conditions as set out in this Agreement) to its permitted Subcontractors solely for the purpose of performing the Work in accordance with this Agreement.

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(g) **Indemnity for OPG-Provided Intellectual Property**. OPG will indemnify and hold harmless Contractor and each Subcontractor from and against all Losses suffered or incurred by Contractor or any Subcontractor and all claims, demands, actions, suits or proceedings for Losses made against Contractor or any Subcontractor by any Person arising in respect of any breach or infringement or alleged breach or infringement by Contractor or any Subcontractor of any right of any third party (other than a member of the Contractor Group) in any of the OPG-Provided Intellectual Property (except to the extent arising in respect of: (i) the Property, the Intellectual Property or the Retained Intellectual Property; or (ii) the Contractor's or any Subcontractor's use of the OPG-Provided Intellectual Property other than as expressly provided in 2.16(f)).

2.17 Confidential Information

(a) **Disclosure of Confidential Information.** The Party disclosing any of its Confidential Information to the other Party is herein referred to as the "**Disclosing Party**" and the Party receiving any such Confidential Information is herein referred to as the "**Receiving Party**". For clarity, when the Receiving Party is the Contractor, the Contractor will be fully responsible for any disclosure of OPG Confidential Information to or by any of its Subcontractors.

(b) **Ownership and Treatment of Confidential Information.** All Confidential Information of a Party will remain, at all times, the exclusive property of the Disclosing Party. Except as expressly set out in this section 2.17, the Receiving Party has no license or other right to use or disclose any Confidential Information for any purpose whatsoever. The Contractor may use OPG Confidential Information only in connection with its performance of the Work, including in negotiations with proposed Subcontractors (a "**Contractor Permitted Use**"), and OPG may use Contractor Confidential Information only in connection with the operation and maintenance, construction, commissioning, refurbishment, replacement, alteration, relocation, decommissioning, dismantling or demolition of or completion of work relating to the DNGS and PNGS (an "**OPG Permitted Use**"). The Contractor will ensure that none of its or its Subcontractor's current or former shareholders, directors, officers, partners, members, representatives, agents and advisors or any of the Contractor's Personnel or any other Person for whom the Contractor or any Subcontractor is responsible at law will use any of the OPG Confidential Information, other than for a Contractor Permitted Use. OPG will ensure that none of its

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directors, officers, representatives, agents and advisors or any other Person for whom OPG is responsible at law will use any of the Contractor Confidential Information, other than for an OPG Permitted Use. If the Contractor wishes to disclose OPG Confidential Information to any Subcontractor (for a Contractor Permitted Use), it may do so only after such Subcontractor has entered into a confidentiality agreement on terms no less stringent than those contained in this Agreement. If OPG wishes to disclose Contractor Confidential Information to any other Person (for an OPG Permitted Use), OPG may do so only after such Person has entered into a confidentiality agreement on terms no less stringent than those contained in this Agreement, provided that the foregoing restriction will not apply to the disclosure of Confidential Information by OPG to a Governmental Authority.

(c) **Return of Confidential Information.** At any time, at either Party's request, acting reasonably, the other Party will deliver promptly to the requesting Party all materials containing such requesting Party's Confidential Information, together with all copies, extracts or other reproductions in whole or in part of such Confidential Information, provided, however, that the other Party may keep one copy of the other Party's Confidential Information to the extent consistent with good professional practice for legal purposes. In addition, at any time, at such requesting Party's request, the other Party will destroy, demonstrably, promptly and irrevocably:

(1) all such copies, extracts or other reproductions of Confidential Information, or a requesting Party-specified portion of such Confidential Information, that cannot, because of the device on which such Confidential Information is stored, be removed from the possession of the other Party by delivery to the requesting Party; and

(2) all documents, designs, drawings, specifications, plans, reports, information and other deliverables or data whatsoever (regardless of the form, medium or device on or in which such Confidential Information is written, recorded, stored or reproduced) prepared in connection with the Work and which is based on any of the Confidential Information.

Following such delivery and destruction, the other Party will promptly provide the requesting Party with written confirmation of completion. In

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any event, the other Party will complete all such actions within 30 Business Days of receipt of the requesting Party's initial request.

(d) **Exclusions.** For clarity, the following does not constitute Confidential Information:

(1) information required to be disclosed by operation of law, in which case, to the extent legally permissible, advance notice thereof will be provided in order to allow the Disclosing Party to seek a protective or similar order;

(2) information developed or ascertained independently without reference to the other Party's Confidential Information;

(3) Information received from a third party without such third party being under a duty of confidentiality; and

(4) disclosed with the other Party's written approval.

(e) **Remedies**. The Parties acknowledge that the Disclosing Party would not have an adequate remedy at law for money damages if the Receiving Party fails to fulfill any of its obligations under section 2.17. Accordingly, the Receiving Party acknowledges that any breach of its obligations under section 2.17 will constitute irreparable harm to the Disclosing Party so that, in addition to any other remedies under this Agreement, the Disclosing Party will be entitled to interim, interlocutory and permanent injunctions, specific performance or other remedy in law or equity (without being required to post a bond or other security) to prevent or remedy any breach or threatened breach of section 2.17. The Receiving Party hereby consents to any such injunction, specific performance or other remedy in law or equity. The Contractor will indemnify and hold harmless each member of the OPG Group from and against all Losses suffered or incurred by a member of the OPG Group and all claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person, to the extent arising in respect of a breach or threatened breach of section 2.17. OPG will indemnify and hold harmless each member of the Contractor Group from and against all Losses suffered or incurred by a member of the Contractor Group and all claims, demands, actions, suits or proceedings for Losses made against any member of the Contractor Group by any Person, to the extent arising in respect of a breach or threatened breach of section 2.17.

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(f) **Application of Freedom of Information and Protection of Privacy Act (Ontario)**. The Contractor acknowledges and agrees that OPG is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("**FIPPA**"). FIPPA applies to all Confidential Information in the custody or control of OPG and may require the disclosure of some or all of such Confidential Information to third parties. The confidentiality provisions in this Agreement are expressly subject to FIPPA. Upon receipt by OPG of any notice in writing addressed to OPG relating to the disclosure pursuant to FIPPA of Confidential Information of the Contractor, OPG will provide notice of such event, as applicable to the Contractor, and the Contractor may, acting reasonably, seek to restrict the disclosure of such Confidential Information of the Contractor, provided that the Contractor will reimburse OPG for all direct and indirect expenses OPG may incur in connection with such efforts by the Contractor.

(g) **AECL Confidential Information**. The Contractor acknowledges that the Confidential Information may include certain confidential information, including intellectual property and related documentation, that was created by AECL pursuant to one or more contracts between AECL and OPG (the "AECL Confidential Information"). The Contractor hereby covenants and agrees that it will use the AECL Confidential Information only in respect of the preparation for, and the providing of, Goods and the Work. The Contractor agrees that each of AECL and Her Majesty the Queen in Right of Canada are third party beneficiaries of the Contractor's covenants in this section 2.17 with respect to the AECL Confidential Information and will be entitled to enforce the Contractor's confidentiality obligations with respect to the AECL Confidential Information against the Contractor as though each was a party to this Agreement. The Contractor will ensure that, before disclosing any AECL Confidential Information to any Person, it will obtain from that Person in writing the same covenants that the Contractor is providing to OPG and the third party beneficiaries under this section 2.17 with respect to the AECL Confidential Information. Except as expressly set out in this section 2.17, the Contractor has no right to use or disclose any AECL Confidential Information for any other purpose whatsoever.

2.18 Language and Units of Measure

(a) **Use of English Language**. The Contractor will ensure that all communication between OPG and the Contractor and between the

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Contractor and each of the Subcontractors respecting the Work will be in English, including all drawings, notes on drawings and Submittals.

(b) **Units of Measurement**. Except as expressly set out in this Agreement to the contrary, the Contractor will ensure that the *International System of Units (SI)* will be used for all purposes respecting the Work, including the calibration of any Goods, or ESES Goods.

2.19 Records and Audits

(a) **Records**. The Contractor will compile and maintain at the Site and/or provide electronic access from the Site or as otherwise requested by OPG, in accordance with this Agreement and Applicable Laws, detailed, itemized records of all items covered by each Application for Payment, including all Work (including documents, designs, drawings, specifications, plans, reports, information and other deliverables and data) and Goods. On request by OPG, the Contractor will promptly provide OPG access to such records in a useable format to OPG. The Contractor will maintain these records for the period expiring on the latest of:

(1) seven years following expiration or termination of this Agreement;

(2) the period of time as may be specified in the Specifications;

(3) the period of time as may be required by Applicable Laws; and

(4) such other period as OPG may set out in a Notice to the Contractor, having regard to OPG policies and / or applicable regulatory requirements.

(b) **Audits**.

(1) The Contractor will ensure that, for all Work performed on a Reimbursable Costs basis (which, for clarity, includes Work performed under any Fixed/Firm Price subcontracts), the Contractor and the Subcontractors retain all such records and documents, on a “single set of books” basis (which, for clarity, means a separate set of books kept specifically for the Project that includes all required records and documents from the Contractor and Subcontractors) for the Project, including all records and documents from Subcontractors, as may be requested by OPG on an ongoing basis, which will include proper timesheets, equipment-related records, accounts, invoices and bank records which are

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necessary for OPG to verify the nature and quality of such Reimbursable Work and the accuracy of invoices for actual costs incurred by the Contractor hereunder for the Work performed. Timesheets will identify the provider of the Reimbursable Work, the Work performed, the location of the Work, the relevant period of time during which the Work was performed and the hours incurred. The Contractor's actual costs, including actual labour rates, for all Work performed on a Reimbursable Costs basis will be "open book" and will be subject to audit by OPG on an ongoing basis during the term of this Agreement. Actual costs will only be reimbursed if they are capable of being fully audited from source documents and if OPG is reasonably satisfied, on the basis of documentation provided to OPG by the Contractor, that such costs are not Disallowed Costs. The Contractor will, and will cause its Subcontractors to, maintain all such records for seven years following the Final Completion Date and such records will remain available, upon reasonable written Notice by OPG, for review and inspection by OPG or its designates. In addition to the Contractor's obligations under section 2.19(a) above, the Contractor and any Subcontractor will provide copies of any or all such records to OPG upon request. For clarity, (i) OPG will not audit cost inputs for Fixed Price Work and Firm Price Work, (ii) OPG will audit Fixed Price Work and Firm Price Work performed on a Reimbursable Costs basis under a Fixed/Firm Price subcontract for compliance with this Agreement, except that OPG will have full audit rights with respect to all Fixed Price Work and Firm Price Work performed on a Reimbursable Costs basis under a Fixed/Firm Price subcontract entered into with a Subcontractor that is an Affiliate of the Contractor, or in which the Contractor or any of its Affiliates has a direct or indirect beneficial interest of ten per cent (10%) or greater. Any Dispute between the Contractor and OPG with respect to the scope of any such audit will be referred to the Steering Committee.

(2) The Contractor and Subcontractors will fully cooperate with OPG in respect of any audits conducted by OPG, through OPG's own auditors or auditors designated by OPG, under this section 2.19. If the Contractor or any Subcontractor fails to provide any such records or other information, OPG may make any reasonable assumptions in the absence of such records. The Contractor will

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correct or remedy, and will cause any Subcontractor to correct or remedy, any errors or discrepancies identified during OPG's audit.

(3) OPG may, at any time during the term of this Agreement and within two years of the Final Completion Date, require from the Contractor satisfactory evidence of any aspect of the Contractor's compliance with the Contractor's obligations under this Agreement. OPG may, through its own auditors or auditors designated by OPG, inspect, audit and copy all records and other information, and interview all relevant Contractor's Personnel, respecting such compliance. The Contractor will provide such auditors prompt access to all premises, the Contractor's Personnel, books, records and other documents, whether in written, electronic or other format, required to substantiate any calculations or compliance with this Agreement. The Contractor will provide OPG's auditors with reasonable work space at the Contractor's facilities to conduct any inspection, audit, copying and interviews.

(4) Without in any way limiting OPG's rights under section 2.19(b)(3), where any cost calculations are made for purposes of this Agreement, OPG may, at any time, require from the Contractor satisfactory evidence of the calculation and substantiation of any cost figures supplied by the Contractor. OPG may, through its own auditors or auditors designated by OPG, inspect, audit and copy all records and other information, and interview all relevant Contractor's Personnel, respecting such calculations, so long as OPG directs such review to be performed within two years of the Final Completion Date. The Contractor will provide such auditors prompt and unrestricted access to all premises, the Contractor's Personnel, books, records, accounts, reports, files, correspondence, drawings, estimates, estimating worksheets, agreements and other documents, purchase orders, invoices, receipts, notes, diaries, policies, procedures and any other information, whether in written, electronic or other format, required to substantiate any such calculations or compliance with this Agreement. The Contractor will provide OPG's auditors with reasonable work space at the Contractor's facilities to conduct any inspection, audit, copying and interviews. If the Contractor fails to provide any such records or other information, OPG may make any reasonable assumptions in the absence of such records. All payments made by OPG are subject to readjustment based on any such audit at any time before

the expiry of the 26th month after the Final Completion Date. If any audit reveals that OPG was overcharged for any reason (including because costs charged to OPG are inadequately calculated or substantiated), the Contractor will, where such overcharges identified during the audit exceeds $100,000.00 (i) promptly pay OPG the amount of such overcharge(s), and, where the maximum audit costs per year exceed $30,000.00 (ii) promptly reimburse OPG for all of OPG's audit costs. For clarity, OPG may set off any such amounts as provided for in section 13.5. If any audit reveals that OPG was undercharged for any reason, OPG will promptly pay the Contractor the amount of such undercharge net of any audit costs incurred by OPG reasonably related to the audit of the undercharged part of the Work (such audit costs not to exceed the undercharged amount).

(5) Notwithstanding section 2.19(b)(4), OPG will not audit the actual payroll burdens but instead apply payroll burden percentages of 37.18% for non-trade staff of AECON Industrial, a division of AECON Construction Group Inc., and 37.5% for non-trade staff of SNC-Lavalin Nuclear Inc., subject to the following.

(A) The above-noted payroll burden percentages will be deemed to be actual payroll burdens during the term of this Agreement unless on or before December 31, 2016 or December 31, 2020: (i) there is a change in payroll burdens implemented through legislative amendments by the Ontario or federal governments during the period from the date of this Agreement to December 31, 2016 or from January 1, 2017 to December 31, 2020, respectively, in which case the Contractor may request a change in the payroll burden percentages by written notice to OPG which change will take effect on January 1, 2017 or January 1, 2021, as applicable, on a go forward basis, with no retrospective application or (ii) there is a reduction in payroll burdens implemented through legislative amendments by the Ontario or federal governments during the period from the date of this Agreement to December 31, 2016 or from January 1, 2017 to December 31, 2020, respectively, in which case OPG may request a change in the payroll burden percentages by written notice to the Contractor which change will take effect on January 1, 2017 or January 1,

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2021, as applicable, on a go forward basis, with no retrospective application. Such revised payroll burden percentages will be as set out in a reporting letter provided by the auditors of the Contractor (currently PriceWaterhouseCoopers in the case of the AECON Industrial division of AECON Construction Group Inc. and Deloitte & Touche LLP in the case of SNC-Lavalin Nuclear Inc.) substantially in the form of previous reporting letters provided by the Contractor to OPG. In such event, OPG will have the right to audit, through its own auditors or auditors designated by OPG, all aspects of the Contractor's actual payroll burdens and entire rate structure included in the payroll burden percentages referred to in a reporting letter with respect to the 2016 or 2020 calendar year, as applicable.

(B) If such reporting letters are not available on January 1, 2017 or January 1, 2021, as applicable, the payroll burden percentages previously in effect will be used until such time as the reporting letters become available and the revised payroll burden percentages can be used, at which time such revised payroll burden percentages will be used. In addition, an adjustment (whether positive or negative) will be made at that time, to be included in the next Application for Payment, to true up the amount that should have been paid had the revised payroll burden percentages been used for the period from January 1, 2017 or January 1, 2021, as applicable, to the date when the revised payroll percentages actually came to be used.

(C) The Contractor agrees to provide OPG with reporting letters from its auditors on the basis set out above for each calendar year during the term of this Agreement on or before June 30th of the following year. Notwithstanding the foregoing, the Contractor agrees that if the actual payroll burden percentages for a particular year as demonstrated by such yearly reporting letter from the Contractor's auditors indicate that the Contractor's payroll burden for a period of January 1 to December 31 is less in aggregate than the payroll burden percentages listed above, then the percentage used under this Agreement for the next calendar

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year on a go forward basis, with no retrospective application, shall be reduced such that it is equal to such lower payroll burden percentage.

(c) **Access to Information by Governmental Authorities**

(1) The Contractor acknowledges that OPG is subject to supervision and regulation by Governmental Authorities, including, for clarity, and without limiting the foregoing, the Canadian Nuclear Safety Commission, the Ontario Energy Board and the Independent Electricity System Operator, and is required to comply with Applicable Laws and that OPG may take additional steps or actions to provide Governmental Authorities with explanations or information that is supplemental to the information that OPG is required to provide under Applicable Laws. Accordingly, the Contractor agrees that OPG will have the right to:

(A) provide a Governmental Authority with access to and copies of any documents (including Confidential Information) prepared by or for the Contractor, a Subcontractor or OPG in respect of the Work, Goods or ESES Goods including audit reports and associated working papers and recommendations; and

(B) with respect to any audit, monitoring or inspection rights of OPG under this section 2.19 or elsewhere in this Agreement, permit a Governmental Authority to attend with OPG or, at the request of OPG, attend independently.

2.20 Scorecard Assessment Program

OPG may also institute a scorecard assessment program with the Contractor. The objective of this program is to provide a periodic (such as weekly or monthly) assessment of the Work provided at the Site. The program may review some or all of the following criteria, to the extent applicable to the provision of the Work:

(1) safety performance;

(2) Contract Schedule and Progress Schedule adherence;

(3) scope control;

(4) budget adherence;

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(5) quality performance;

(6) deliverable acceptability;

(7) interface effectiveness;

(8) environmental performance;

(9) contingency plan effectiveness; and

(10) project risks.

If OPG elects to institute such a program, the Contractor will, at its expense, co-operate with OPG and provide OPG with the necessary information to develop the scorecards and participate as necessary in meetings to review and discuss performance.

SECTION 3 OPG'S OBLIGATIONS

3.1 Take Actions Promptly

In addition to OPG's other obligations under this Agreement, OPG will take each of the following actions in a responsible manner so as not to delay the Contractor:

(a) designate in writing from time to time an individual to act as OPG's Representative to observe and report on the provision of specific parts of the Work;

(b) provide access to Site, subject to any restrictions set out respecting the Designated Areas or otherwise set out in this Agreement;

(c) in accordance with and subject to section 2.8, review Submittals submitted by the Contractor within the review period for such Submittal set out in Schedule 2.8(a);

(d) provide information known to OPG relating to the presence on the Site of asbestos, hazardous waste, polychlorinated biphenyls, petroleum products or radioactive materials, in addition to those described in the Specifications, in such quantities or circumstances that may present a material danger to any Person providing the Work; and

(e) obtain the OPG Approvals and those Approvals that OPG is required to obtain under this Agreement.

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3.2 OPG's Representative

OPG will designate in writing an individual to act as OPG's Representative. OPG may from time to time change this designation, or delegate duties to OPG's Designated Delegates, by delivering a Notice in the form of Schedule 1.1(C) to this effect to the Contractor. OPG's Representative will specify the scope and the limits of authority of each of OPG's Designated Delegates. Any changes to or revocations of any delegations will also be specified by OPG's Representative in writing in a Notice delivered to the Contractor. All Notices delivered to OPG's Representative, or OPG's Designated Delegates (provided that the Notice relates to a matter within OPG's Designated Delegate's scope of authority), by the Contractor will be as binding on OPG as if given to OPG under section 13.3. The Contractor may rely on any written instructions, directions or approvals provided by OPG's Representative or OPG's Designated Delegates (provided such instructions, directions or approvals are within OPG's Designated Delegate's scope of authority). OPG will take all reasonable steps to ensure that OPG's Representative and all of OPG's Designated Delegates are accessible to the Contractor during the performance of the Work (including outside of normal working hours in cases of emergencies) and are available to render any necessary decisions or instructions promptly to avoid delays to the Progress Schedules. OPG's Representative may interpret and define OPG's policies and procedures expressly referred to in this Agreement and make decisions with respect to providing the Work.

3.3 No OPG Control Over Work

Except as may be necessary to fulfill its role as "Constructor" under this Agreement, OPG will not supervise, direct, have control or authority over, or otherwise be responsible for:

(a) the Contractor's means, methods, techniques, sequences or procedures respecting the Work; or

(b) the safety programs and precautions used in respect of the Work, subject to OPG's rights and obligations under the Occupational Health and Safety Act (Ontario).

OPG will not be responsible for any failure of the Contractor to comply with any Applicable Laws, Approvals or this Agreement in providing the Work or the Goods.

3.4 Hazardous Conditions

(a) **Division of Responsibility**. OPG will be responsible for the costs of dealing with any asbestos, hazardous waste, polychlorinated biphenyls, petroleum

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products or radioactive materials to the extent such quantities or circumstances present a material danger to any Person providing the Work (a "**Hazardous Condition**") encountered at the Site that was not generally or specifically identified in this Agreement to be part of the Work. Notwithstanding the previous sentence, the Contractor will be responsible for any Hazardous Condition arising in respect of providing the Work.

(b) **Actions on Discovery**. Immediately on the discovery of a Hazardous Condition on the Site, the Contractor will:

(1) in accordance with Prudent Practice, act to contain the Hazardous Condition in order to minimise the impact of the Hazardous Condition;

(2) stop all Work in the area that could reasonably be affected by the Hazardous Condition, subject to section 2.4(j)(10); and

(3) verbally notify OPG of the discovery and confirm by Notice within 48 hours of the discovery.

(c) **Corrective Action Plan**. OPG will promptly determine whether it is necessary or desirable to retain a qualified expert to evaluate the Hazardous Condition. The Party that is responsible for the Hazardous Condition under section 3.4(a) will be responsible for establishing a corrective action plan and for obtaining any required Approvals from any applicable Governmental Authorities. Any corrective action plan developed by the Contractor will be in accordance with Prudent Practice and will minimise the impact on the Contract Price and Contract Schedule. The Contractor will advise OPG of any proposed change to the Contract Price and of any proposed changes to the Progress Schedules and/or the Contract Schedule that the Contractor estimates will occur as a result of its or OPG's corrective action plan. With respect to any corrective action plan established and implemented by OPG, the Contractor will advise OPG of any proposed Project Change Directive relating thereto. The Contractor will not resume Work in the area that could reasonably be affected by the Hazardous Condition until the corrective action plan has been established and any such required Approvals have been obtained.

3.5 OPG Equipment

(a) **Use of OPG Equipment**. OPG may provide the Contractor with the use of OPG equipment (the "**OPG Equipment**") to facilitate performance of the

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Work. In such case, OPG will fully disclose any issues in respect of such OPG Equipment of which OPG is aware. The Contractor will store, operate and maintain any such OPG Equipment prudently at all times until returned to OPG, by suitably qualified and experienced Contractor's Personnel only, and in compliance with this Agreement.

(b) **Conditions Governing Use and Return of OPG Equipment**. If OPG provides the Contractor with the OPG Equipment under section 3.5:

(1) the Contractor will ensure that the OPG Equipment will, at all times until returned to OPG be located only at the Designated Areas and not elsewhere without prior written consent form OPG;

(2) unless otherwise expressly agreed by OPG in writing, the Contractor will maintain the OPG Equipment in a state of good repair, condition and working order (reasonable wear and tear excepted) by suitably qualified and experienced Contractor's Personnel only. Further, the Contractor will document such maintenance in maintenance records which will be available to OPG at any time upon request. The Contractor will not, without the prior consent of OPG, make any alterations, additions or improvement to the OPG Equipment;

(3) in emergency situations and planned or forced outages, the Contractor will promptly upon request give priority use of the OPG Equipment to OPG;

(4) upon prior Notice to the Contractor, from time to time and at any time, OPG, OPG's Representative and OPG's Designated Delegates will have access to the OPG Equipment for the purpose of its inspection or testing and the purpose of verifying records and auditing inventories of all OPG Equipment; and

(5) promptly following the earlier of the completion of the Work involving the OPG Equipment or the suspension or termination of this Agreement, on a Unit-by-Unit basis, the Contractor will, unless otherwise directed by OPG: (i) decontaminate all OPG Equipment; and (ii) return all OPG Equipment to OPG, in a working condition at least as good as the condition that the OPG Equipment was in at the time it was made available to the Contractor (reasonable wear and tear excepted).

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SECTION 4 SECURITY DOCUMENTS, INSURANCE, INDEMNITY AND NUCLEAR LIABILITY

4.1 Security Documents

(a) **Letters of Credit**.

(1) On or before:

(A) February 5, 2014, the Contractor will deliver to OPG either:

(i) a letter of credit in a form satisfactory to OPG and substantially in the form set out in Schedule 4.1(a)(1)(A)(i) and in an amount that is equal to $3,000,000 (the "**Interim Project LC Amount**"), which will provide security for the Contractor's performance of all its obligations under this Agreement (the "**Interim Project LC**"); or

(ii) an amended letter of credit acceptable to OPG in the form set out in Schedule 4.1(a)(1)(A)(ii) in an amount that is equal to $50,000,000 (the "**RFR Interim Project LC Amount**"), which will provide security for the Contractor's performance of all its obligations under this Agreement, the RFR Agreement and the Mock-Ups Contract (the "**Amended RFR Interim Project LC**");

(B) the date that is five Business Days following the execution by all Parties of the Amendment for the Execution Phase Work contemplated by section 2.7(d)(7), the Contractor will either deliver to OPG:

(i) an amended letter of credit acceptable to OPG in the form set out in Schedule 4.1(a)(1)(A)(i) (amending the Interim Project LC) and in an amount that is equal to $10,000,000 (the "**Project LC Amount**") which will provide security for the Contractor's performance of all its obligations under this Agreement (the "**Project LC**"); or

(ii) an amended letter of credit acceptable to OPG in the form set out in Schedule 4.1(a)(1)(A)(ii) in an amount

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that is equal to $100,000,000 (the "**RFR Project LC Amount**"), which will provide security for the Contractor's performance of all its obligations under this Agreement, the RFR Agreement and the Mock-Ups Contract (the "**Amended RFR Project LC**"); and

(C) the Final Completion Date, the Contractor will either deliver to OPG:

(i) an amended letter of credit acceptable to OPG in the form set out in Schedule 4.1(a)(1)(A)(i) (amending the Project LC) and in an amount that is equal to $1,000,000 (the "**Warranty LC Amount**") which will provide security for the Contractor's performance of all its obligations under this Agreement (the "**Warranty LC**"); or

(ii) an amended letter of credit acceptable to OPG in the form set out in Schedule 4.1(a)(1)(A)(ii) in an amount that is equal to $20,000,000 (the "**RFR Warranty LC Amount**"), which will provide security for the Contractor's performance of all its obligations under this Agreement, the RFR Agreement and the Mock-Ups Contract (the "**Amended RFR Warranty LC**").

(2) Subject to the limitation on Contractor liability established in sections 10.7 and 10.8, OPG may apply any amount drawn under any of the foregoing letters of credit, as the case may be, to remedy any failure of the Contractor to satisfy any obligation secured by such letter of credit, provided that:

(A) amounts drawn in respect of the Contractor's performance of its obligations under this Agreement against:

(i) the Amended RFR Interim Project LC will not exceed the Interim Project LC Amount;

(ii) the Amended RFR Project LC will not exceed the Project LC Amount;

(iii) the Amended RFR Warranty LC will not exceed the Warranty LC Amount; and

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(B) OPG will not draw down under any such letter of credit unless and until: (i) OPG has delivered written demand for payment to the Contractor, and the Contractor thereafter fails to pay the amount demanded within five Business Days, and (ii) OPG has provided written notice of such demand for payment to the Steering Committee, provided that, OPG may draw down on any such letter of credit in full without demand or notice to the Contractor or the Steering Committee if such letter of credit will expire at or before the end of the five Business Day period.

(3) The issuing bank for any of the foregoing letters of credit must:

(A) be listed on Schedule I of the Bank Act (Canada), as amended or replaced from time to time,

(B) have and maintain a senior, unsecured long-term credit rating of not less than A+ or equivalent from any one of Standard & Poor's, Moody's, DBRS or Fitch and no rating less than A or equivalent from any of Standard & Poor's, Moody's, DBRS or Fitch (or any other credit rating approved for this purpose by OPG, which may grant or decline such approval in its absolute discretion), and

(C) otherwise be acceptable to OPG, acting reasonably.

For clarity, OPG confirms that The Toronto-Dominion Bank, the Bank of Nova Scotia, Royal Bank of Canada, Bank of Montreal, Canadian Imperial Bank of Commerce, National Bank of Canada and HSBC Bank Canada will be acceptable issuing banks for the original issuance of the Interim Project LC or the Amended RFR Interim Project LC; provided that, in the case of HSBC Bank Canada, its parent HSBC Holdings plc also has and maintains the credit rating specified in section 4.1(a)(3)(B). In addition, the issuing bank must have an office in Toronto, Ontario at which any such letter of credit may be presented for drawdown. Notwithstanding any other term in this Agreement, OPG will not be obliged to make any payment to the Contractor under this Agreement until the Contractor has delivered the Interim Project LC or the Amended RFR Interim Project LC, as the case may be, to OPG, and OPG will not be obliged to make any payment to the Contractor for Execution Phase Work

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until the Contractor has delivered the Project LC or the Amended RFR Project LC, as the case may be, to OPG.

(4) If the Contractor fails to deliver the Project LC or Amended RFR Project LC, as the case may be, as required by sections 4.1(a)(1)(B) or 4.1(a)(9), OPG may hold back payments to the Contractor until OPG has retained cash collateral in an amount equal to $10,000,000 to secure the performance of the Contractor's obligations. If the Contractor subsequently delivers the Project LC or Amended RFR Project LC, as the case may be, to OPG, OPG will forthwith release the cash collateral it is holding to the Contractor.

(5) The Contractor will maintain:

(A) the Interim Project LC with a face amount equal to the Interim Project LC Amount or the Amended RFR Interim Project LC with a face amount equal to the Amended RFR Interim Project LC Amount, as the case may be, until delivery of either the Project LC with a face amount equal to the Project LC Amount or the Amended RFR Project LC with a face amount equal to the Amended RFR Project LC Amount, as the case may be;

(B) the Project LC with a face amount equal to the Project LC Amount or the Amended RFR Project LC with a face amount equal to the Amended RFR Project LC Amount, as the case may be, until delivery of either the Warranty LC with a face amount equal to the Warranty LC Amount or the Amended RFR Warranty LC with a face amount equal to the Amended RFR Warranty LC Amount, as the case may be; and

(C) the Warranty LC with a face amount equal to the Warranty LC Amount or the Amended RFR Warranty LC with a face amount equal to the Amended RFR Warranty LC Amount, as the case may be, until the expiry of the Warranty Period for the fourth Unit.

Upon the expiry of the initial Warranty Period for the fourth Unit, OPG may agree to reduce the face amount of the Warranty LC to reflect the value of the corrected work to which any extended Warranty Period then applies. For clarity, any termination of this Agreement will not affect the Contractor's obligation to maintain

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the Interim Project LC or the Amended RFR Interim Project LC, as the case may be, and the Project LC or the Amended RFR Project LC, as the case may be, in the foregoing amounts for the stated periods; provided that, if this Agreement is terminated, the Project LC will be returned to the Contractor upon expiry of the Warranty Period for the last Unit to have achieved Unit Mechanical Completion. Each letter of credit must contain an auto-extension provision, which will permit OPG to draw on the letter of credit in full if the issuing bank does not extend the stated expiry date of the letter of credit for one year (or such lesser period as OPG may agree).

(6) In the event that OPG proceeds with any Optional Work and/or Contingency Work (under an Optional Work Notice to Proceed and/or an Amendment respectively) and the Contract Price is adjusted accordingly, the Contractor will increase the Interim Project LC Amount, the Project LC Amount and/or the Warranty LC Amount, as the case may be, proportionately to the increase in the Contract Price.

(7) The actual costs of:

(A) the Interim Project LC, Project LC and Warranty LC (including bank issuance fees, bank administrative fees, and the portion of the letter of credit facility commitment fee, if any, that relates to the Interim Project LC, the Project LC and the Warranty LC) will be an Allowed Cost. For clarity, OPG's obligation to pay such costs will survive termination of this Agreement and will continue until such letters of credit expire or are returned by OPG; and

(B) the Amended RFR Interim Project LC, Amended RFR Project LC and Amended RFR Warranty LC (including bank issuance fees, bank administrative fees, and the portion of the letter of credit facility commitment fee, if any, that relates to the Amended RFR Interim Project LC, the Amended RFR Project LC and the Amended RFR Warranty LC) will be Disallowed Costs for purposes of this Agreement.

(8) OPG may require the Contractor to issue or re-issue the Interim Project LC, the Project LC, the Warranty LC, the Amended RFR Interim Project LC, the Amended RFR Project LC or the Amended

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RFR Warranty LC, as applicable, in the name of an assignee of OPG's rights under this Agreement.

(9) If the issuing bank for the Interim Project LC, the Project LC, the Warranty LC, the Amended RFR Interim Project LC, the Amended RFR Project LC or the Amended RFR Warranty LC, as the case may be, fails to maintain the credit rating specified in section 4.1(a)(3)(B), becomes insolvent, or otherwise indicates that it will not honour such letter of credit, the Contractor will immediately cause another issuing bank that meets the criteria listed in section 4.1(a)(3) to issue replacement letters of credit having the same terms and conditions as the original Interim Project LC, the Project LC, the Warranty LC, the Amended RFR Interim Project LC, the Amended RFR Project LC or the Amended RFR Warranty LC, as applicable.

(b) **Parental Indemnity**. On the date of this Agreement, the Contractor will provide OPG with Guarantees from the Guarantors, which will be in the form set out in Schedule 4.1(b). The Contractor acknowledges that, in order to induce OPG to enter into this Agreement, the Guarantors have agreed to provide these Guarantees. If, at any time, a change of ownership of the Contractor occurs, such that SNC-Lavalin Group Inc. or AECON Group Inc. is no longer the ultimate owner of SNC-Lavalin Nuclear Inc. or AECON Construction Group Inc., respectively, the Contractor will immediately obtain a guarantee, substantially in the form of the Guarantee provided by the Guarantor and otherwise satisfactory to OPG, acting reasonably, from the new ultimate owner, as applicable. If SNC-Lavalin Group Inc. or any replacement guarantor of SNC-Lavalin Group Inc. fails to maintain a credit rating on its senior unsecured indebtedness of not less than BBB- or equivalent from at least one of Standard & Poor's, Moody's, DBRS or Fitch or if AECON Group Inc. or any replacement guarantor of AECON Group Inc. (the "**AECON Guarantor**") fails to satisfy the Tangible Net Worth Test (as defined below) at any time, there will not be any step down in the amount of the Project LC or the Amended Project LC, as the case may be, pursuant to section 4.1(a)(5), regardless of whether such Guarantor thereafter satisfies such rating test or Tangible Net Worth Test, as applicable, and the Contractor will discuss with OPG the steps the Contractor will take to provide assurance to OPG that the applicable Guarantor will be able to honour its obligations under its Guarantee. For clarity, in no event will the Guarantor's failure to provide such assurance constitute an event of default under section 10.1(l). For

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purposes of this section, the "**Tangible Net Worth Test**" is that the AECON Guarantor's Tangible Net Worth must be greater than or equal to $200,000,000, where "**Tangible Net Worth**" means, in respect of the AECON Guarantor, the amount reported as shareholders' equity, less any amounts shown as goodwill, in each case determined in accordance with International Financial Reporting Standards or Canadian generally accepted accounting practices, consistently applied, in the AECON Guarantor's audited financial statements for its most recently completed fiscal year.

(c) **Treatment of Subcontracts**.

(1) **Assignment and Creation of Security Interest in Key Subcontracts**. As general and continuing collateral security for the timely performance of all of the Contractor's obligations under this Agreement, the Contractor assigns and transfers to OPG, and grants to OPG a security interest in, the Work, the Goods and each contract between the Contractor and a Key Subcontractor. If, however, the assignment, transfer or creation of any security interest under this section 4.1(c)(1) in respect of any Work, Goods or contract between the Contractor and a Key Subcontractor would result in the termination or breach of any applicable contract, or would require a consent which has not yet been obtained, then the applicable Goods or contract will not be subject to such assignment, transfer or security interest but will be held in trust by the Contractor for the exclusive benefit of OPG and, on the exercise of any of OPG's rights under section 10.3(d), will be dealt with by the Contractor, at its own cost, as directed by OPG in writing from time to time. The Contractor confirms that OPG has given value to the Contractor for the granting of the security interest contemplated in this section 4.1(c)(1). The Parties have not agreed to postpone the time for attachment of the security interest contemplated in this section 4.1(c)(1), except for contracts with Key Subcontractors that are entered into after the date of this Agreement, the attachment for which will occur immediately following the Contractor entering into each such contract and for Goods delivered after the date of this Agreement, the attachment for which will occur immediately following delivery of the Goods to the custody or control of the Contractor. OPG may register a financing statement or effect such other registration as may be necessary or desirable to perfect the security interest contemplated in this section 4.1(c)(1).

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(2) **Contractor Remains Liable**. Notwithstanding any term in this Agreement, the Contractor will be exclusively responsible for all obligations of the Contractor under each contract with a Subcontractor. Until such time as OPG exercises its rights under section 10.3(d) in respect of any such contract, no term contained in this section 4.1(c) will render OPG liable to the applicable Subcontractor for the performance or non-performance of any obligation of the Contractor under such contract.

(3) **Enforcement by OPG**. The Contractor will ensure that each contract with a Key Subcontractor permits the Contractor to freely assign, transfer and grant a security interest in that contract to OPG or as OPG may direct. The Contractor will also ensure that each Key Subcontractor agrees that:

(A) OPG may, on delivering a Notice (the "**OPG Enforcement Notice**") to the Key Subcontractor under section 10.3(d), indicating that OPG is enforcing its rights against the Contractor under this section 4.1(c) and any other applicable terms in this Agreement, either:

(i) proceed in place of the Contractor, whether by OPG itself or by a receiver or receiver and manager, and enjoy all of the rights of the Contractor under the applicable contract; or

(ii) assign that contract to a replacement contractor appointed by OPG, so long as this replacement contractor has executed an agreement in favour of the Key Subcontractor agreeing to perform all of the obligations to be performed by the Contractor under that contract;

and following receipt of the OPG Enforcement Notice, the Key Subcontractor will disregard any Notices or instructions from the Contractor;

(B) the Key Subcontractor will:

(i) give OPG a copy of the applicable contract, as amended, and any Notice of default or claim under any bond given by the Key Subcontractor to the

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Contractor under the contract with the Contractor; and

(ii) not terminate the contract with the Contractor as a result of default by the Contractor (assuming that the default would allow the Key Subcontractor to terminate the contract with the Contractor) without first giving OPG a period of 30 days from receipt of a Notice from the Key Subcontractor to OPG regarding the defaults of the Contractor or such longer period as is reasonably necessary to remedy such default, except that if any such default is not curable (such as the bankruptcy or insolvency of the Contractor), the Key Subcontractor will not terminate the contract so long as all curable defaults are cured;

(C) OPG will only be responsible for the obligations of the Contractor under the contract with the Key Subcontractor which accrue from the date of receipt by the Key Subcontractor of the OPG Enforcement Notice until the date of receipt by the Key Subcontractor of a further Notice that OPG is no longer enforcing its rights under the contract or that OPG has further assigned the contract; and

(D) from time to time on request from OPG, the Key Subcontractor will provide a written statement to OPG with respect to the status of the contract with the Key Subcontractor.

4.2 Contractor Required Insurance

The Contractor will procure and maintain in full force with financially responsible insurance carriers (with A.M. Best ratings of at least A- or a Standard & Poor's rating of at least BBB) of recognized standing acceptable to OPG, or with the appropriate Governmental Authorities, all coverages referred to in this section 4.2. The Contractor represents to OPG that each of these coverages is currently in full force. The Contractor will ensure that all these coverages will cover all Subcontractors and that all insurance coverages applicable in Ontario will be obtained from insurance carriers that are duly licensed in Ontario to issue insurance policies for the limits and coverages under sections 4.2(a) to 4.2(i).

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(a) **Workers' Compensation**. The Contractor will maintain or cause to be maintained workers' compensation coverage as required by the *Workplace Safety and Insurance Act, 1997* (Ontario) and any other Applicable Laws respecting all of the Contractor's Personnel to the extent they are performing the Work at the Site.

(b) **Additional US Requirements (as required)**. In respect of all of the Contractor's Personnel whose domicile of hire is the United States, the Contractor will maintain or cause to be maintained workers' compensation coverage in each applicable state while any such Person is engaged in performing the Work at the Site. The Contractor will also ensure that any such coverage includes employer's liability with a minimum limit of US$1,000,000 and, to the extent applicable, a foreign coverage endorsement, *Merchant Marine Act* (United States), *Longshore and Harbor Workers' Compensation Act* (United States) and *Federal Employers' Liability Act* (United States) coverage.

(c) **Commercial General and Excess Umbrella Liability Insurance (as required for services rendered off OPG sites)**. The Contractor will maintain commercial general liability and excess umbrella liability insurance, on an occurrence basis, in an amount not less than $10,000,000 inclusive for bodily injury, including death, personal injury and damage to property for each occurrence. The Contractor will ensure that the excess umbrella liability insurance is in excess of the coverages under sections 4.2(a) and 4.2(b) (to the extent the coverages under those sections include employer's liability). The Contractor will also ensure that the commercial general liability and excess umbrella liability coverage specifically includes the following:

(1) blanket contractual liability;

(2) damage to property of OPG or any of its subsidiaries;

(3) pollution liability coverage on at least a sudden and accidental basis;

(4) blasting, pile driving, caisson services, underground services;

(5) products and completed operations, including a term that such coverage will be maintained throughout the Warranty Period;

(6) cross liability;

(7) severability of interests;

(8) employer's liability;

(9) non-owned automobile liability;

(10) broad form property damage; and

(11) hook liability, if applicable.

(d) **Motor Vehicle Liability Insurance**. The Contractor will maintain or cause to be maintained motor vehicle liability insurance on licensed motor vehicles owned, rented or leased by the Contractor and Subcontractors providing services at the Site and used in connection with the Work to be performed under this Agreement covering bodily injury and property damage liability to a combined inclusive limit of not less than $2,000,000 per occurrence and mandatory accident benefits, continuously from the date of this Agreement until the expiry of the Warranty Period.

(e) **Construction Equipment Insurance**. The Contractor will maintain the Contractor's equipment insurance covering all construction equipment and tools owned, rented or leased by the Contractor or a Subcontractor and used in respect of the Work. The Contractor will ensure that this coverage will cover the full replacement cost of such construction equipment and tools on an "all risks" basis, including marine-based risk, subject to normal exclusions.

(f) **Errors & Omissions Insurance**. Engineering consultants will, at all times, maintain in full force and effect professional liability insurance in an amount not less than $10,000,000 per occurrence and in the aggregate, covering the period from start of conceptual design through to the Final Completion Date and for a further discovery period of four years from the Final Completion Date.

(g) **Marine Watercraft Hull and Liability Insurance (as required)**. The Contractor will maintain hull and machinery insurance covering the full replacement cost of all barges, scows and other watercraft owned, rented or leased by the Contractor or any Subcontractor, and used in respect of performing the Work.

The Contractor will also maintain marine liability or protection indemnity insurance covering any barges, scows or other watercraft owned, rented or leased by the Contractor or any Subcontractor, and used in respect of

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performing the Work. The Contractor will ensure that this coverage covers special operations, pollution liability and voluntary removal of wreck for limits that are the greater of those afforded under a protection and indemnity club and not less than $10,000,000 per occurrence.

(h) **Aircraft Liability (as required)**. If there is any exposure in connection with the Project, the Contractor will, at its own expense, obtain and maintain or cause to be obtained and maintained, aircraft liability insurance covering aircraft owned, rented or leased by the Contractor and used in the Project. The Contractor will ensure that this coverage includes limits of not less than $25,000,000 per occurrence for bodily injury, death (including passenger hazard) and damage to property, including loss of use thereof.

(i) **Other**. The Contractor will maintain any other form of insurance for such risks and in such amounts as OPG may require from time to time, provided that the cost of any such insurance will be a Reimbursable Cost without mark-up in accordance with section 7.1.

4.3 OPG Provided Insurance

Without limitation to the Contractor's obligations and liabilities hereunder, OPG will procure and maintain in full force and effect with financially responsible insurance carriers (with A.M. Best ratings of at least A- or a Standard & Poor's rating of at least BBB) of recognized standing, all coverages referred to in sections 4.3(a) to (f). OPG will ensure that the coverage referred to in sections 4.3(a) and 4.3(b) will be maintained in force continuously from: (i) the date the Contractor starts any Work at the Site until 60 days after the Final Completion Date; or (ii) such other date as OPG may designate. OPG will ensure that all such coverages include as named insureds the Contractor and all Subcontractors, subject to the terms and conditions of the relevant policy, and that all insurance coverages applicable in Ontario will be obtained from insurance carriers that are duly licensed in Ontario to issue insurance policies for the limits and coverages required.

(a) **Builders' All Risks Insurance**. OPG will maintain builders' all risks insurance (a "**Builders' All Risks Insurance Policy**") on a repair or replacement cost basis up to a minimum of $1,000,000,000, including OPG, any applicable subsidiary of OPG, OPG's Designated Delegate, the Contractor and the Subcontractors as named insureds, as their interests may appear, covering physical loss or damage to the Work, the materials, operating equipment, and supplies for incorporation therein, expendable construction tools, and all temporary structures used in the performance of the Work or for which OPG is responsible, including property while in transit or elsewhere

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(except property insured under section 4.2(c)) before and during erection and until completed and while awaiting tests and during tests and until the Final Completion Date. This insurance will be subject to a minimum of LEG 2/96 (The London Engineering Group Model "Consequences" Defect Wording) defects exclusion or equivalent and will include a minimum 24 month maintenance period unless similar coverage for the maintenance period is included under the wrap-up liability insurance described in section 4.3(b) below in which case OPG may elect to maintain coverage during the maintenance period under either the Builders' All Risk Insurance Policy or a Wrap-Up Liability Insurance Policy.

(b) **Wrap-Up Liability Insurance**. OPG will maintain wrap-up liability insurance (a "**Wrap-Up Liability Insurance Policy**") on an occurrence basis in the joint names of OPG, any applicable subsidiary of OPG, OPG's Designated Delegate, the Contractor and the Subcontractors as named insureds, subject to the terms and conditions of the policy. This coverage will include limits of no less than $25,000,000 inclusive per occurrence for bodily injury, death and damage to property. OPG will also ensure that this coverage specifically includes:

(1) blanket contractual liability;

(2) pollution liability coverage on at least a sudden and accidental basis;

(3) damage to property of OPG or any of its subsidiaries, excluding damage to the Project;

(4) blasting, pile driving, caisson services, underground services;

(5) products and completed operations, including a term that such coverage will be maintained throughout the Warranty Period;

(6) cross liability;

(7) severability of interests;

(8) employer's liability;

(9) non-owned automobile liability; and

(10) broad form property damage.

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If the Wrap-Up Liability Insurance Policy provides coverage for a minimum 24-month maintenance period and such coverage is similar to the coverage provided for such maintenance period under the Builders' All Risks Insurance Policy described in section 4.3(a) above, OPG may elect to maintain coverage during the maintenance period under either the Builders' All Risks Insurance Policy or the Wrap-Up Liability Insurance Policy.

(c) **Marine Cargo Insurance (as required)**. OPG will maintain marine cargo insurance for all Goods while in the course of marine transit. Marine cargo insurance may also include, at OPG's option, inland transit. The Contractor will be an additional insured, as its interests may appear, under the marine cargo insurance. OPG will ensure that this coverage will be in force from the time that such insured property leaves the last factory or warehouse of the Contractor or a Subcontractor, or in the case of bulk raw materials, the port of loading for shipment, including any temporary storage while in the normal course of transit, and terminates after discharge at the Sites. If OPG designates as Site any location or facility receiving, manufacturing, or storing material (including transhipment between "Sites") to which OPG has title, and the insurer has been notified of same, such materials will be covered under the insurance program provided by OPG.

(d) **Nuclear Energy Physical Damage Insurance**. OPG, as named insured, at its own expense, will obtain and maintain, or cause to be obtained and maintained, nuclear energy physical damage insurance, insuring as insureds, as their interests may appear, OPG, any applicable subsidiary of OPG, OPG's Designated Delegate, the Contractor and the Subcontractors, subject to the terms and conditions of the policy, and all of their successors and assigns against all risk of direct physical loss to the DNGS and other property at the Site and any nuclear material in transit to the Site. Any other Persons that OPG approves may be added from time to time as insured parties, and all their successors and assigns will be included as insureds.

(1) This insurance will provide primary coverage with respect to the Project without right of contribution of any insurance carried by OPG, any applicable subsidiary of OPG, or OPG's Designated Delegate.

(2) The policy limit will not be less than $1,000,000,000 per occurrence and in the aggregate.

(3) This insurance will include a maximum deductible of $50,000,000 per occurrence.

(4) Coverage under this insurance will be in force continuously throughout the term of this Agreement to the Final Completion Date.

(e) **Nuclear Energy Liability**. OPG, as named insured, will, at its own expense, obtain and maintain, or cause to be obtained and maintained, nuclear energy liability insurance, in compliance with the *Nuclear Liability Act* (Canada) or such other applicable law, insuring OPG and any other person or organization with respect to their legal liability for damages because of bodily injury (including death) or property damage caused by a nuclear incident arising from the Project or use of the Site.

(1) This insurance will provide primary coverage with respect to the Project without right of contribution of any insurance carried by OPG, any applicable subsidiary of OPG, OPG's Designated Delegate, the Contractor or Subcontractors, subject to the terms and conditions of the policy.

(2) The policy limit will not be less than $75,000,000 per occurrence or such other amount as may be required by the Applicable Laws.

(3) Coverage under this insurance will be in force prior to the date of this Agreement and continuously throughout the term of this Agreement and thereafter as may be required by the Applicable Laws.

(f) **Other**. OPG will maintain, at OPG's expense, any other form of insurance for such risks and in such amounts as OPG may require from time to time.

4.4 General Insurance Terms

(a) **Certificates of Insurance**. Before starting any Work at the Site, the Contractor will deliver to OPG certificates of insurance completed by a duly authorized representative of each of the Contractor's insurers certifying that at least the minimum coverages required under section 4.2 are in effect. The Contractor will ensure that each certificate will state that the coverages will not be cancelled, will not fail to be renewed and will not be materially changed by endorsement or through issuance of any other policy of insurance which restricts or reduces coverage, without 60

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days advance written Notice by courier given to OPG's Representative, with a copy delivered by fax as follows:

Ontario Power Generation Inc.
Risk Management & Insurance – Treasury
700 University Avenue H18-J18
Toronto, Ontario, Canada M5G 1X6

Attention: Director, Risk Management & Insurance
Fax: 416-592-4775

To the extent that the Contractor is required to maintain any coverages under section 4.2 in force after final payment of the Contract Price, the Contractor will deliver to OPG, at the time that the Contractor submits its final Application for Payment for the Contract Price, a certificate of insurance completed by a duly authorized representative of such Person's insurer certifying that such insurance will remain in force for the period of time required under section 4.2. Within 30 days after the Contractor starts any Work at the Site, OPG will deliver to the Contractor a certificate of insurance completed by a duly authorized representative of OPG's insurers certifying that at least the minimum coverages required under section 4.3(b) are in effect.

(b) **Copies of Policies**. Within 30 days after the date the Contractor is required to obtain the insurance described in section 4.2, the Contractor will provide OPG with a certificate of insurance for each applicable insurance policy referred to in section 4.2. Within 90 days after a request by the Contractor, OPG will provide the Contractor with a certified copy of any insurance policy referred to in sections 4.3(a), (b), (d), (e) and, if then in effect, section 4.3(c). At the time of the execution of this Agreement, the Contractor will provide OPG with documentation related to the applicable deductibles for the insurance policies referred to in sections 4.1(c), 4.1(d), 4.1(e) and 4.1(f), and when in effect the insurance policies referred to in section 4.1(b), 4.1(g), 4.1(h) and 4.1(i).

(c) **No Waiver by OPG**. If OPG fails to demand any certificate for insurance referred to in section 4.2 or otherwise fails to demand other evidence of full compliance with section 4.2 or fails to identify a defect from evidence provided, OPG has not waived, and OPG will not be deemed to have waived, any of the Contractor's obligations. The Contractor's obligation to purchase and maintain insurance under this Agreement will in no way limit

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or otherwise qualify the liabilities or obligations of the Contractor under this Agreement.

(d) **No Approval by OPG**. If OPG receives, reviews and accepts any certificate or other evidence for insurance referred to under section 4.2, OPG has not approved or agreed, and OPG will not be deemed to have approved or agreed, that the Contractor has satisfied any of its obligations under sections 4.2 or 4.4.

(e) **OPG May Purchase Insurance**. If the Contractor fails to maintain any insurance required under section 4.2 or any such insurance is inadequate in its scope, OPG may purchase any such insurance. In the event that OPG purchases, pursuant to this section 4.4(e), insurance required under section 4.2, OPG may set off the costs thereof against any monies then or thereafter due, owing or payable to the Contractor and may set off and retain, in addition, and in consideration for its services in procuring such insurance, an amount equal to the cost thereof, in addition to the cost of such insurance.

(f) **Deductibles**. The Contractor and OPG agree to pay the deductibles payable as a result of an insured event under sections 4.3(a) to 4.3(d), to the extent of their responsibility, up to the following limits: $100,000 under wrap-up liability insurance, $1,500,000 under builders' all risks insurance, and $10,000,000 under nuclear energy physical damage insurance. To the extent OPG elects to have deductibles in excess of these limits, then OPG will be solely responsible for any deductible amounts over and above these limits.

(g) **Insurance Not Contributory**. With the exception of the insurance referred to in section 4.2(b), the Contractor will ensure that all other insurance referred to in section 4.2 will specify that such insurance is primary coverage and not contributory with, or in excess of, any insurance that may be maintained by OPG. The insurance referred to in section 4.2(c) will only be primary coverage for services rendered off-Site.

(h) **Subrogation**. The Contractor will ensure that each insurer which provides insurance under sections 4.2(b), 4.2(e), 4.2(g) and 4.2(h) will provide a waiver of subrogation to OPG, any applicable subsidiary of OPG, OPG's Designated Delegates and all the Subcontractors.

(i) **OPG as Additional Insured**. The Contractor will ensure that each insurer that provides insurance under sections 4.2(c), 4.2(g) and 4.2(h) will include

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OPG, any applicable subsidiary of OPG, OPG's Representative and OPG's Designated Delegates as an additional insured only with respect to the Work being performed by the Contractor and, where applicable, as a loss payee, under such insurance.

(j) **No Invalidation by the Contractor**. The Contractor will ensure that no insurance referred to in section 4.2 will be invalidated or vitiated by any action or failure to act by the Contractor or any applicable subsidiary of the Contractor, the Contractor's Representative or the Contractor's Personnel or by any breach by the Contractor or any of its Subcontractors of any declarations, warranties or other terms in such policies.

(k) **Notice and Processing of Claims**. The Contractor will process all proper claims under policies of insurance hereunder in accordance with this section 4.4(k) and both the Contractor and OPG will use best efforts to recover under such policies. Insurance claims will be asserted and processed on the following basis:

(1) In connection with the insurance described in sections 4.2(a) to 4.2(h), the Contractor will be solely responsible to process and settle all such claims directly with the insurer. In the case of a claim under the insurance described in sections 4.3(a) to 4.3(e), the Contractor will deliver a written Notice to OPG's Representative detailing the claim at least five Business Days prior to asserting such a claim. The Contractor will include in any written Notice provided under this section 4.4(k) the date of the events giving rise to the claim, a summary of the circumstances respecting the claim and the amount of the claim. The Contractor will provide OPG any additional information respecting the claim that OPG's Representative may request.

(2) In connection with the insurance described in sections 4.3(a) to 4.3(e), OPG will be solely responsible to process and settle all such claims directly with the insurer.

(3) In connection with the insurance described in section 4.3(b), the Contractor will assert all of its claims through OPG who will notify the insurer which provides such insurance within five Business Days after the Contractor has delivered written Notice to OPG's Representative detailing the claim. The Contractor will not be permitted to assert any claim under any insurance referred to in section 4.3(b) until OPG has completed its review and verification of

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such claim, which will be completed within the time period required under the applicable policy to assert the claim, after which the Contractor will be responsible to further process and settle all claims directly with the insurer.

(l) **Cooperation on Insurance Claims**. The Parties will fully cooperate with each other to investigate, pursue and settle all claims against insurers. For clarity, the Party processing the claim against the insurer will have sole and absolute discretion in the settlement of the claim.

4.5 Contractor's Property

In respect of each member of the OPG Group, the Contractor waives all Losses whatsoever arising in respect of loss of, loss of use of, or damage to any Contractor's Property, including for offices, lunchrooms, canteens, sanitation, showers, change rooms, accommodations, shops, warehouses and garbage disposal of the Contractor or any of its Subcontractors.

4.6 Risk and Indemnity

(a) **Risk of Loss**. Subject to section 4.7, the Work, Goods, the ESES Goods (upon receipt by the Contractor from the ESES Vendor in accordance with this Agreement), Free Issue Materials (upon receipt by the Contractor from OPG in accordance with this Agreement) and Project which are in the care, custody and control of the Contractor will remain at the sole risk of the Contractor against loss or damage up to and including the Unit Mechanical Completion Date, on a Unit-by-Unit basis (but excluding damage that was caused by OPG or occurred after Final Mechanical Completion to any part of the Project for which OPG was responsible at the time the damage occurred).

(b) **Indemnity**. The Contractor will indemnify and hold harmless each member of the OPG Group, from and against:

(1) all Losses, liabilities, costs and expenses, including legal fees, suffered or incurred by a member of the OPG Group arising in respect of the Work, to the extent that any such Losses are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property, including any resulting loss of use; and

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(2) all claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person,

but only, in each case, to the extent such Losses are caused by a breach of this Agreement by the Contractor or by any negligent or other act or omission of the Contractor, Subcontractor or any of the Contractor's Personnel providing any of the Work. The obligations of the Contractor under this section 4.6(b) will not be affected in any way by any certificate, acceptance, approval, payment or any other act, matter or thing done or omitted under this Agreement, including any act by OPG or OPG's Designated Delegates referred to in sections 9.1(c)(1) to 9.1(c)(5) inclusive.

4.7 Nuclear Liability

(a) **Definitions**. The federal Government of Canada has established a nuclear liability regime pursuant to the *Nuclear Liability Act* (Canada). In this section 4.7, notwithstanding any provision in this Agreement to the contrary: (i) "**Act**" means the *Nuclear Liability Act* (Canada), as such statute may be amended or replaced from time to time; (ii) "**Contractor**" means the party providing goods, materials or services to OPG under this Agreement and includes AECON CONSTRUCTION GROUP INC. and SNC-LAVALIN NUCLEAR INC., including its directors, officers, employees and agents; (iii) "**Nuclear Incident**" has the meaning set out in the Act; (iv) "**Nuclear Installation**" has the meaning set out in the Act; and (v) "**Subcontractor**" means any party that directly or indirectly provides goods, materials or services to the Contractor with respect to this Agreement.

(b) **OPG Waiver of Liability**. Neither OPG nor any of its subsidiaries will hold the Contractor or any Subcontractor liable for damage to, loss of, or loss of use of, property of the OPG Group resulting from a Nuclear Incident at OPG's Nuclear Installation at the Site, except that, if such loss or damage is caused by an unlawful act or omission of the Contractor or any Subcontractor done or omitted to be done with the intent to cause damage, the Contractor and its Subcontractors will retain liability for the amount of such loss or damage, up to the amount of the applicable insurance deductible, but not exceeding a maximum amount of $10,000,000.

(c) **OPG Indemnity**. OPG will indemnify and hold harmless the Contractor and each Subcontractor for:

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(1) damage to Contractor Property located at the OPG Nuclear Installation at the Site resulting from a Nuclear Incident at such Nuclear Installation, except that the Contractor and its Subcontractors will be responsible for the amount of any damage or liability for damage to property owned by the Contractor and its Subcontractors if the Contractor or a Subcontractor caused the Nuclear Incident, up to the amount of the applicable insurance deductible under OPG's insurance, but not exceeding a maximum amount of $10,000,000; and

(2) liability for damage to property of any Person other than OPG, the Contractor or a Subcontractor, if such property was located at the OPG Nuclear Installation at the Site and damage resulted from a Nuclear Incident at such Nuclear Installation, except that the Contractor and its Subcontractors will be responsible for any damage or liability for damage that is the result of an unlawful act or omission of the Contractor or a Subcontractor done or omitted to be done with intent to cause Injury or Damage, up to the amount of the applicable insurance deductible under OPG's insurance, but not exceeding a maximum amount of $10,000,000,

provided that, the amount for which the Contractor and its Subcontractors will be responsible pursuant paragraphs (1) and (2) above, and liable pursuant to section 4.7(c) will be limited to an aggregate amount of $10,000,000.

(d) **Injury or Damage in the United States.** In addition to the rights exercised by the Contractor pursuant to the Act, OPG will indemnify the Contractor, its Affiliates and its Subcontractors against any additional loss, costs, expenses, damages or liabilities in the event that it will be finally adjudicated liable (all appeals having been exhausted or abandoned) by a court in the United States (including any settlements made with the reasonable prior consent of OPG) for Injury or Damage in the United States, where such Injury or Damage resulted from a Nuclear Incident at the DNGS. Such indemnification will be limited to claims made within the period set forth in the Act.

Notwithstanding anything in the Act or any of the foregoing provisions of this section 4.7(d), OPG will not indemnify the Contractor or any of its Affiliates, Subcontractors or parent corporations:

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(1) against Injury or Damage occurring wholly or partly as a result of the unlawful act or omission of the Contractor or any of its Subcontractors, done or omitted to be done with intent to cause Injury or Damage; or

(2) in the event that the Contractor's parent corporation or other entity with carriage of the defence will fail to use all commercially reasonable efforts to defend against all claims asserting liability for Injury or Damage resulting from a Nuclear Incident at the Site, or if the Contractor or its parent corporation will fail to procure for OPG the right to conduct the defence of the Contractor's parent corporation or such other entity having had carriage of the defence against any such claim.

If OPG may become obligated to indemnify the Contractor and its Subcontractors hereunder, the Contractor or its Affiliates, Subcontractors, or other entity with carriage of the defence, will deliver written notice to OPG, which will specify in materially complete detail, the Injury or Damage respecting which any claim is made. Indemnification by OPG pursuant to this section 4.7(d) will include, without limitation, prompt reimbursement of reasonable legal costs and expenses incurred by the indemnitee, whether or not the claim upon which said indemnification is based ultimately succeeds. OPG will have the right, but not the obligation, to participate at its own expense in the defence of any such claim made. If the Contractor or any of its affiliates or Subcontractors fail timely to defend, contest or otherwise protect against such claim, OPG will have the right to do so, including, without limitation, the right to make any compromise or settlement thereof. In the alternative, at any time OPG may elect to conduct such defence, through counsel selected by OPG, at its own expense and the Contractor and its Affiliates will fully and promptly comply with all reasonable requests for cooperation received from such counsel.

(e) **Sole and Exclusive Remedy for a Nuclear Incident at a Nuclear Installation**. Except as provided in the Act, OPG's commitments and obligations under this section 4.7 are the sole and exclusive remedies available to the Contractor and any Subcontractor as a result of a Nuclear Incident at the OPG Nuclear Installation at the Site, whether pursuant to contract, statute or tort. The Contractor waives and will cause each Subcontractor to waive any other claim it may have against OPG resulting from a Nuclear Incident at the OPG Nuclear Installation at the Site.

4.8 Holdback Indemnity.

The Contractor has requested that OPG not hold back those amounts contemplated by the *Construction Lien Act* (Ontario) from the payments to be made under this Agreement and hereby agrees to indemnify and save harmless OPG from any losses, damages and costs arising from or in connection with any claims which may be asserted against OPG as a result of OPG not holding back amounts contemplated by the *Construction Lien Act* (Ontario). In conducting the Work, the Contractor will comply with the provisions of the *Construction Lien Act* (Ontario) and all other laws relating to the construction of any improvements, including maintaining any required statutory holdbacks. The Contractor will, in respect of any Liens filed or preserved by a Subcontractor, at its expense, take all steps necessary to ensure that:

(1) any written Notice of such Lien given to OPG in accordance with the *Construction Lien Act* (Ontario) is withdrawn within three Business Days of OPG advising the Contractor of receipt of the written Notice; and

(2) any such Lien that has been preserved or perfected in accordance with the *Construction Lien Act* (Ontario) is vacated or discharged within three Business Days of its preservation or perfection,

including, where necessary, posting any applicable letters of credit and obtaining any court orders required to withdraw any such written Notice or to vacate or discharge any such Lien, failing which OPG will have the right, upon five days written Notice to the Contractor, to take such action as OPG may consider necessary or desirable to require the written Notice to be withdrawn and to vacate or discharge the Lien, whether or not the validity of such Lien is admitted or denied by the Contractor. The Contractor will reimburse OPG for any payments, costs or expenses incurred by OPG in taking any action to vacate or discharge such liens from title and in taking any action contemplated by this section 4.8.

SECTION 5 CHANGES IN WORK, GOODS OR PROJECT

5.1 Project Change Directives

(a) **Contractor Acknowledgement.** The Contractor acknowledges and confirms that:

(1) the Contractor has thoroughly reviewed the Specifications;

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(2) the Specifications are a functional scope of work and the Contractor has satisfied itself that the Specifications describe, all of the Work and Goods that will be required to complete the Project in a safe, organized and timely manner and in accordance with this Agreement;

(3) the Specifications clearly indicate which portions of the Work will be performed by OPG and the Parties agree all other Work will be performed by the Contractor;

(4) the Contractor has advised OPG of all errors, inconsistencies or omissions in the Specifications of which the Contractor is aware;

(5) the Contractor has developed the Progress Schedules and the Reimbursable Work Target Costs;

(6) the Contractor has reviewed and accepted the risk allocation model contained in this Agreement (including with respect to the Reimbursable Work, Reimbursable Work Target Costs and Contract Schedule structure, the neutral bands and OPG's obligation to pay Reimbursable Costs) which model does not permit changes to the Reimbursable Work Target Costs or Progress Schedules except in the circumstances expressly specified herein; and

(7) as of the date of the Execution Phase Work Notice to Proceed, the Contractor has: (A) thoroughly reviewed all relevant information with respect to the ESES Goods; (B) considered and accounted for all required interfaces with the ESES Vendor; and (C) reviewed and accepted the risk allocation model contained in this Agreement with respect to the ESES Vendor.

(b) **Reasons for Project Change Directive.** The Contractor and OPG agree that there will be no Project Change Directives that will increase any of the Firm Price, Fixed Price, Reimbursable Work Target Costs, the Reimbursable Work Fixed Fees, or amend the schedules, except as a result of:

(1) a change in Codes and Standards (in accordance with section 2.6(c)(2));

(2) a corrective action plan (in accordance with section 3.4(c));

(3) an amendment to the Specifications initiated by OPG (in accordance with section 5.2);

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(4) a Contractor-initiated change (in accordance with section 5.3);

(5) a change in Applicable Laws (in accordance with section 5.4);

(6) an economic cost adjustments (in accordance with section 5.7);

(7) a Concealed Conditions (in accordance with section 5.8); or

(8) an excusable delay or force majeure delay (in accordance with section 6.2); and

(9) a suspension of the Work (in accordance with section 12.1).

5.2 Changes Requested by OPG

(a) **Issue Project Change Directive**. OPG may, without invalidating this Agreement, direct the Contractor to make changes in the Work, including by suspending the provision of the Work in whole or in part, by issuing a Project Change Directive.

(b) **Review of Project Change Directive**. The Contractor will review the Project Change Directive before making the changes and advise OPG as to the Contractor's views as to:

(1) any proposed change to the Contract Price; and

(2) any proposed changes to the Contract Schedule and/or material changes to the Progress Schedules that the Contractor estimates will occur as a result of such changes.

The Contractor will co-operate with OPG and will use all reasonable efforts to carry out each Project Change Directive in such a manner so as to avoid or minimise any additions to the Contract Price and changes to the Contract Schedule.

(c) **Obligation to Implement Project Change Directive**. OPG may require, in any Project Change Directive, that the Contractor proceed with the Project Change Directive before the Parties have agreed on the terms of an Amendment. Upon receipt of any such Project Change Directive, the Contractor will comply with the applicable Project Change Directive and any Dispute will be resolved in accordance with Section 11.

5.3 Changes Requested by the Contractor

(a) The Contractor will not make any change in the Work except in accordance with this Section 5. The Contractor will ensure that no changes are made in the Work without the prior written consent of OPG's Representative. The Contractor may request that OPG issue a Project Change Directive only for the reasons set forth in section 5.1 or if the Contractor wants to propose a more efficient way of performing the Work which is likely to result in a reduction to the cost or schedule. If the Contractor desires to make any such proposal, the Contractor must first advise OPG in a written Notice and obtain the prior written consent of OPG's Representative in a Project Change Directive prior to implementing such proposal. Nothing in this Agreement obliges OPG to agree to any Contractor proposal and OPG may in its sole and absolute discretion refuse to agree to any such proposal.

(b) Without limiting the foregoing, with respect to Reimbursable Work, if any Contractor-initiated change (excluding, for clarity, economic cost adjustments made in accordance with section 5.7) is:

(1) expected to cost less than:

(A) during the Definition Phase:

(i) $25,000, without aggregation; or

(ii) $25,000, in the aggregate, if related to separate occurrences of excusable delays under section 6.2(a) that are similar in nature and expected to cost more than $2,500 but less than $25,000;

(B) during the Execution Phase:

(i) $100,000, without aggregation; or

(ii) $100,000, in the aggregate, if related to separate occurrences of excusable delays under section 6.2(a) that are similar in nature and expected to cost more than $10,000 but less than $100,000

(each a "**PCD Cost Threshold**"); or

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(2) to extend the critical path of the Contract Schedule, on a Unit-by-Unit basis, by less than:

(A) 3 calendar days, without aggregation; or

(B) 3 calendar days, in the aggregate, if related to three or more separate occurrences of the same excusable delay under section 6.2(a) (provided that the Contractor will only be entitled to relief under this section 5.3(b)(2)(B) for the third such occurrence and any subsequent occurrence)

(each a "**PCD Schedule Threshold**"),

then a Project Change Directive will not be issued by OPG. For clarity, the foregoing PCD Cost Thresholds and PCD Schedule Thresholds are thresholds and not deductibles save as set out in section 5.3(b)(2)(B).

5.4 Changes in Applicable Laws

If, after the date of this Agreement, there is any:

(a) change in Applicable Laws (except those that relate to Taxes); or

(b) new Canadian federal or provincial sales, use or excise taxes, or duties (but not other Taxes), or any changes in the rates or applicability of such taxes or duties,

that materially affects the Work, the Progress Schedule, is not known to the Contractor, after having exercised reasonable diligence (as of the date of this Agreement, in the case of Definition Phase Work and as of the date, if applicable, that the Execution Phase Plan is agreed by OPG and the Contractor, in the case of the Execution Phase Work) and that has the effect of materially increasing or decreasing the cost or time of providing the Work, then such change will be treated as a Project Change Directive issued by OPG under section 5.2. The Contractor will promptly provide OPG's Representative with a Notice in the form of Schedule 5.4 detailing the impact of the change in Applicable Laws or taxes has on the Work and Contract Schedule or the Contract Price. OPG's Representative will discuss the impact and provide a prompt direction to the Contractor resolving the issue by way of a Project Change Directive. Any Dispute relating to changes to the Contract Schedule or Contract Price will be resolved in accordance with Section 11. Any other Disputes relating to the impact of the change in Applicable Laws or taxes will be resolved in accordance with Section 11.

5.5 Execution of Amendments for Project Change Directives

Except as provided in section 5.2(c), OPG will not be deemed to have agreed to, or be required to pay for, any changes to the Work, Contract Price or the Contract Schedule, until the Parties have executed an Amendment evidencing the Project Change Directive. Once the changes resulting from a Project Change Directive have been agreed to or resolved in accordance with section 5.2, the Parties will execute an Amendment covering the applicable changes to the Work, Contract Price and Contract Schedule. For clarity, OPG will pay Reimbursable Costs for Work approved in such Amendment that were incurred by the Contractor prior to the date of execution of the Amendment, or where incurred pursuant to a Project Change Directive and OPG's instruction to commence work prior to finalization of an Amendment and such Amendment was never finalized**.**

5.6 Adjustment to Reimbursable Work Fixed Fee



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[redacted]

5.7 Economic Cost Adjustment

Economic cost adjustments will be made to the Reimbursable Costs, the Reimbursable Work Target Costs (as modified from time to time by Project Change Directives) and the Reimbursable Work Fixed Fees in respect of the Reimbursable Work, and to the Firm Price in respect of any Firm Price Work, in accordance with the methodology described in Schedule 5.7. For clarity, no economic cost adjustments will be made to other components of the Contract Price, or to the incentive and disincentive amounts set out in Section 8.

5.8 Concealed Conditions

The Contractor has an obligation to obtain all available information, and to perform all reasonable due diligence, using all available tools, techniques and engineering documentation, on the actual and predicted conditions inside each turbine generator system for each Unit. However, OPG acknowledges that the Contractor will be unable to perform physical inspections of the interior of each turbine generator system for each Unit during the Definition Phase. As a result, during the Execution Phase, the Contractor may discover concealed or otherwise unknown conditions inside the turbine generator system for a Unit that may affect the Execution Phase Target Schedule and/or the Execution Phase Target Cost (in each instance, a "**Concealed Condition**"), and such Concealed Conditions will be treated as a Project Change Directive issued by OPG under section 5.2. The Contractor will promptly provide OPG's Representative with written Notice detailing the impact that the Concealed Condition is expected to have on the Work, the Execution Phase Target Schedule and/or the Execution Phase Target Cost. OPG's Representative will consider such expected impact and will provide a prompt direction to the Contractor resolving the issue by way of a Project Change Directive. Upon receipt of any such Project Change Directive, the Contractor will comply with such Project Change Directive and any Dispute will be subject to resolution in accordance with Section 11. Notwithstanding the foregoing, in the event of a dispute, any undisputed amounts payable in respect of such Project Change Directive will be paid by OPG in accordance with Section 7.2.

SECTION 6 CHANGES TO CONTRACT SCHEDULE

6.1 Changes to Contract Schedule

The Contract Schedule may only be changed by an Amendment made in accordance with this Agreement. No other purported change to the Contract Schedule will be valid.

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Except as set out in this Agreement, nothing in this Agreement obliges OPG to agree to any change to the Contract Schedule.

6.2 Time Extensions

(a) **Excusable Delays**. Subject to this section 6.2, to the extent that a delay extends the critical path of the Contract Schedule by more than the PCD Schedule Threshold (as defined in section 5.3(b)) and is caused by:

(1) a breach of this Agreement by OPG or another member of the OPG Group (other than a Submittal processing delay referred to in section 2.8);

(2) a stop work order or similar notice issued by any Governmental Authority or OPG under section 2.4(j)(6), for which OPG, another member of the OPG Group or, subject to section 2.15(h)(5), an Other OPG Contractor is responsible;

(3) a state of emergency requiring the Contractor or any Subcontractor to evacuate the Site (except to the extent that any act or failure to act of the Contractor or a Subcontractor led to the evacuation) or any Hazardous Condition caused by OPG, another member of the OPG Group or, subject to section 2.15(h)(5), an Other OPG Contractor that prevents continuation of Work in the affected areas;

(4) a corrective action plan, as described in section 3.4(c), to deal with a Hazardous Condition for which OPG, another member of the OPG Group or, subject to section 2.15(h)(5), an Other OPG Contractor is responsible;

(5) the ESES Vendor's failure to deliver any ESES Deliverables by the outside milestone date for delivery of such ESES Deliverables set out in the ESES Deliverables Schedule; or

(6) a latent defect in the turbine hall cranes,

the Contractor will be entitled to relief as follows:

(7) with respect to Fixed Price Work or Firm Price Work, the Contractor will be entitled to schedule relief in accordance with section 6.2(f) and an increase in the applicable Fixed Price or Firm Price in accordance with section 6.2(g).

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(8) with respect to Reimbursable Work, the Contractor will be entitled to schedule relief in accordance with section 6.2(f), to Reimbursable Work Target Cost, as applicable, relief in accordance with section 6.2(g), and its actual costs resulting from a delay, together with the profit and overhead component of the percentage(s) applicable to the relevant cost categories set out in the worksheet used to determine the applicable Reimbursable Work Fixed Fees and Reimbursable Work Target Costs of such actual costs, will be an Allowed Cost. For clarity, such actual costs may not include any costs identified in the Cost Allocation Table as Disallowed Costs.

For clarity, other than the obligation to provide such relief as provided for in this section 6.2(a), OPG will have no liability to the Contractor, any Subcontractor or any other Person for any delay that is referred to in this section 6.2(a).

(b) **Force Majeure Delays**. Subject to this section 6.2, neither Party will be responsible for any delay in fulfilling any obligation under this Agreement to the extent that such delay is material and is caused by fire, flood, tidal wave, lightning, earthquake, cyclone, tornado, hurricane, explosion, severe ice storm, epidemic or pandemic disease, legal strike or lockout (other than (i) lock out initiated solely by the Contractor or a Subcontractor of its employees, or (ii) excluding work to rule activities), war, riot, sabotage, or other acts of public enemies, including terrorists, or site related blockades (other than labour related events). If such a force majeure event occurs the Contractor will be entitled to relief as follows:

(1) with respect to Fixed Price Work or Firm Price Work, the Contractor will be entitled to schedule relief in accordance with section 6.2(f), but will not be entitled to an increase in the applicable Firm Price or Fixed Price; and

(2) with respect to Reimbursable Work, the Contractor will be entitled to schedule relief in accordance with section 6.2(f), but not Reimbursable Work Target Cost relief provided that the actual cost incurred by the Contractor in connection with such force majeure event will be an Allowed Cost. For clarity, such actual costs may not include any costs identified in the Cost Allocation Table as Disallowed Costs. However, unless and until the force majeure period exceeds seven days, the overhead component of the percentage(s) applicable to the relevant cost categories set out in

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Attachment 7.1(6) – Definition Phase Fixed Fee to Schedule 7.1 or Attachment 7.1(9) – Execution Phase Fixed Fee to Schedule 7.1, as the case may be, for such actual costs will not be included in such Allowed Cost. For clarity, such actual costs may not include any costs identified in the Cost Allocation Table as Disallowed Costs.

(c) **Exceptions to Excusable Delays and Force Majeure Delays**. Sections 6.2(a) or 6.2(b) will not apply: (i) to the extent the Party seeking relief on account of the delay caused or contributed to the delay, or (ii) if the Party seeking relief on account of the delay fails, within twenty Business Days of its becoming aware of the commencement of any such delay, to give written Notice to the other Party describing the event under section 6.2(a) or 6.2(b) giving rise to the delay and the anticipated period of the delay in substantially the form set out at Schedule 6.2(c). Failure by the Contractor to give such Notice within such twenty Business Day period is sufficient reason for denial by OPG of any extension of time or payments of costs or increase in the Reimbursable Work Target Costs.

(d) **Actions During Delay**. During any period of delay excused under section 6.2(a) or 6.2(b), the Party that delivered the Notice under section 6.2(c) will:

(1) act prudently in all respects to mitigate the impact of the delay on the Contract Schedule; and

(2) keep the other Party informed in a timely manner of the status of the event under section 6.2(a) or 6.2(b) giving rise to the delay and of the actions being taken to mitigate the impact of such delay.

(e) **Steps After Delay Ends**. Within ten Business Days after cessation of the period of delay excused under section 6.2(a) or 6.2(b), the Party that delivered the Notice under section 6.2(c) will deliver an updated Notice in the form attached as Schedule 6.2(c) to the other Party specifying the alleged duration of the excused delay and its impact, if any, on the Contract Schedule. The party receiving such Notice will review such Notice and will suggest an equitable change, if any, to the Contract Schedule and the Reimbursable Work Target Costs and Reimbursable Work Fixed Fee in an Amendment made in accordance with Section 5.

(f) **Schedule Relief**. Subject to compliance with sections 6.2(c), 6.2(d), and 6.2(e), the Contractor will be entitled to reasonable schedule relief for an excusable delay described in section 6.2(a) or for a force majeure delay

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described in section 6.2(b), provided that the dates in the Contract Schedule may not be extended by more than the delay reasonably attributable to the event causing the delay.

(g) **Cost Relief**. Subject to compliance with sections 6.2(c), 6.2(d), and 6.2(e), the Contractor will be entitled to an increase in the applicable Reimbursable Work Target Costs or the applicable Fixed Price or Firm Price, as the case may be, for an excusable delay described in section 6.2(a), provided that the applicable Reimbursable Work Target Costs or the applicable Fixed Price or , as the case may be, may not be increased by an amount that is more than is reasonably attributable to the event that caused such delay.

(h) **Dispute Resolution**. If the Parties are unable to agree on the amount of schedule relief and/or Fixed Price/Firm Price/Reimbursable Work Target Cost relief to be provided in accordance with sections 6.2(f) and 6.2(g), the dispute resolution mechanism in Section 11 will apply.

(i) **Procurement Matters**. With respect to the procurement by the Contractor of Work or Goods: (i) in the event of a delay, loss or damage to the Work or Goods while in transit, other than due to a force majeure event set out in section 6.2(b) or to the extent caused by an excusable delay referred to in section 6.2(a); or (ii) in the event of financial distress or other failure (including bankruptcy or insolvency) of a Subcontractor providing Work or Goods, the Contractor will not be entitled to any schedule or cost relief and any costs incurred by the Contractor for Reimbursable Work in connection with such events will be Disallowed Costs.

(j) **Delays in Procurement of Special Materials**. With respect only to the procurement by the Contractor of Goods for which OPG has provided the specifications (and required the use of such specifications) ("**Special Materials**"), and provided that there is only a single qualified supplier for such Special Materials at the relevant time, in the event of: (i) a delay, loss or damage to Special Materials while in transit (provided that, such event could not have reasonably been prevented by the Contractor by the exercise of due care and all appropriate precautions with regard to the applicable transportation arrangements and the Contractor has complied with all of its applicable management plans, including its procurement plan), other than due to a force majeure event set out in section 6.2(c) (but subject to section 6.2(d)) or to the extent caused by an excusable

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delay referred to in section 6.2(a); or (ii) the bankruptcy, insolvency or the occurrence of other similar events with respect to a Subcontractor supplying Special Materials (provided that the occurrence of such event affects the progress of the Work in a material way, and could not reasonably have been foreseen or protected against by the Contractor (including by the exercise of appropriate supplier due diligence and ongoing credit evaluation and risk mitigation efforts, including in accordance with the Contractor's management plans)), then the Contractor will be entitled to schedule relief in accordance with section 6.2(f), but not Target Cost relief, and the actual costs incurred by the Contractor in connection with such events will be Disallowed Costs.

SECTION 7 CONTRACT PRICE AND PAYMENT OF CONTRACT PRICE

7.1 Contract Price

Subject to adjustments made pursuant to this Agreement, OPG will pay the following amounts for the Work:

(a) **Reimbursable Work**. OPG will pay the Contractor its Reimbursable Costs incurred in connection with the Reimbursable Work, together with the applicable portion of the Reimbursable Work Fixed Fee that is payable for the performance of such Reimbursable Work. Notwithstanding the foregoing, the Contractor acknowledges and agrees that:

(1) the costs of Goods will not be included in the Reimbursable Costs for Reimbursable Work;

(2) the Contractor will use personnel of the appropriate seniority level for each task in order to ensure the Contractor does not claim Reimbursable Costs for work which should have been performed by senior personnel whose time is paid for as part of the applicable Reimbursable Work Fixed Fee;

(3) any unrecovered and unrecoverable Canadian harmonized sales tax and goods and services tax will be reimbursed to the Contractor without mark up, and will not be included in Reimbursable Costs;

(4) all (i) discounts, rebates and refunds obtained by the Contractor during the course of the Work, (ii) amounts received by the Contractor from sales of surplus materials and equipment, and (iii) usage, rental or similar charges levied on any Subcontractor by the

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Contractor, in each case in relation to Work that is compensated on a Reimbursable Costs basis, will accrue to OPG. The Contractor will take all necessary steps to obtain, secure and pass on the benefit of all such amounts to OPG, and all such amounts will be fully reflected by the Contractor in each Application for Payment; and

(5) following execution of this Agreement, the Contractor may submit an Application for Payment to OPG for an advance in an amount equal to $2,000,000 (the "**Definition Phase Advance**") against Reimbursable Costs for Definition Phase Work. The Definition Phase Advance will be deducted in full by OPG from the last Definition Phase payments due to the Contactor under this Agreement or will be promptly repaid by the Contractor: (i) to the extent such deductions from the last Definition Phase payments are not sufficient to fully reimburse the Definition Phase Advance to OPG, or (ii) upon the earlier termination of this Agreement in accordance with its terms.

(b) **Rework**. OPG acknowledges that, notwithstanding the exercise of Prudent Practices by the Contractor, a certain amount of typical Rework is to be expected on a Project of this nature and, accordingly, an allowance for Rework has been included in the Execution Phase Target Cost equal to 4% of the labour portion of the Execution Phase Target Cost for the first Unit to be refurbished and 3% of the labour portion of the Execution Phase Target Cost for each subsequent Unit to be refurbished. Any costs incurred by the Contractor for Rework in excess of such allowances will be Reimbursable Costs but the Execution Phase Target Cost will not be adjusted as a result of the Contractor incurring costs for Rework in excess of the above allowances. Notwithstanding the foregoing, any cost related to Rework performed by a Subcontractor under a Fixed Price or Firm Price subcontract is a Disallowed Cost.

(c) **Fixed Price Work**. OPG will pay the Contractor the applicable portion of the Fixed Price for milestones achieved for the Fixed Price Work in accordance with the Milestone Payment Schedule.

(d) **Firm Price Work**. OPG will pay the Contractor the applicable portion of the Firm Price for milestones achieved for the Firm Price Work in accordance with the Milestone Payment Schedule.

(e) **Contingency Work**. OPG will pay the Contractor the applicable portion of the Fixed Price or Firm Price, as the case may be, for milestones achieved

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in accordance with the Milestone Payment Schedule for Contingency Work authorized by OPG in accordance with section 2.10(b).

(f) **Optional Work**. OPG will pay the Contractor the applicable portion of the Fixed Price or Firm Price, as the case may be, for milestones achieved in accordance with the Milestone Payment Schedule for Optional Work authorized by an Optional Work Notice to Proceed.

(g) **Reimbursable Goods**. OPG will pay the Contractor: (i) the actual costs of the Reimbursable Goods purchased by the Contractor or a Subcontractor, net of all discounts, rebates, and refund; plus (ii) a fee in an amount equal to 5% of such actual costs (the "**Mark-Up for Goods**").

(h) **Dynamic Commissioning Work**. The trade-labour costs of the Dynamic Commissioning Work will not be included in the Reimbursable Costs for Reimbursable Work. OPG will pay the Contractor: (i) the actual trade-labour costs of the Contractor incurred in connection with the performance of the Dynamic Commissioning Work; plus (ii) a fee in the amount set out in Schedule 7.1 as a percentage of such actual costs (the "**Mark-Up for Dynamic Commissioning Work**").

(i) **Amendments to Cost Allocation Table.** If either Party wishes to change the Cost Allocation Table in order to add a cost which is not identified in the Cost Allocation Table, the requesting Party will provide written notice of its change request to the other Party. If the Parties thereafter reach agreement on the requested change, the Cost Allocation Table will be updated through an Amendment. If the Parties cannot reach agreement, such Dispute will be resolved through the dispute resolution mechanisms set out in this Agreement. If such change is approved through such dispute resolution mechanism, the Cost Allocation Table will be updated through an Amendment.

Subject to changes in the Contract Price made in accordance with Section 5, the Contract Price constitutes the total compensation payable to the Contractor for providing and entirely finishing the Work. In particular, the Contract Price, in addition to the items set out in the definition of "Contract Price" in section 1.1, includes all Work (including all costs respecting the provision of labour and benefits, construction equipment and tools), Goods, freight (delivered duty paid, as that term is defined in the Incoterms 2010), Taxes (except for Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada)), insurance required to be provided by the Contractor under section 4.2 (excluding, for clarity, any commercial general liability insurance procured and maintained by

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the Contractor in addition to the commercial general liability insurance required to be provided under section 4.2, the cost of which additional commercial general liability insurance will be a Disallowed Cost) and all other costs and expenses of every kind respecting the Work and Goods under this Agreement. For clarity, the Fixed Price and Firm Price portions of the Work are inclusive of duties levied under the Customs Tariff.

The Contract Price does not include, however, Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada), the carrying costs of the Interim Project LC, the Project LC or the Warranty LC ("**LC Costs**"), or daily travel and subsistence allowances payable under, as applicable, the terms of: (i) any collective agreements applicable to the Work, the Goods or the Project; or (ii) the Contractor's RFR Travel and Per Diem Policy (collectively, "**Travel & Subsistence Costs**"). OPG will reimburse the Contractor, without mark-up, for all such LC Costs and Travel & Subsistence Costs (together with Canadian goods and services tax/harmonized sales tax levied under the *Excise Tax Act* (Canada) thereon in accordance with section 7.6(a)) incurred by the Contractor and properly documented in any Application for Payment.

7.2 Draft of Application for Payment

(a) **Submission of Draft Application for Payment**. The Contractor will submit to OPG, prior to submission under section 7.3, a draft Application for Payment which includes:

(1) a summary of all of its actual costs for the Reimbursable Work incurred in the previous month that the Contractor considers to be Allowed Costs;

(2) a statement of the portion of the Reimbursable Work Fixed Fee that is payable for milestones achieved in accordance with the Milestone Payment Schedule;

(3) a statement of the portion of the Fixed Price Work or Firm Price Work, as the case may be, that is payable for milestones achieved in accordance with the Milestone Payment Schedule;

(4) a summary of all of its actual costs for the Reimbursable Goods incurred in the previous month, net of all discounts, rebates, and refunds, together with a summary of the Mark-Up for Goods; and

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(5) a summary of all of its actual costs for the Dynamic Commissioning Work incurred in the previous month, if any, together with a summary of the Mark-Up for Dynamic Commissioning Work.

(b) **Review of Draft Application for Payment**. OPG will review (and, at its option, audit) the submitted actual costs, including against the Cost Allocation Table and the other Attachments to Schedule 7.1, as applicable. OPG may also request additional detail on, or supporting documentation for, each cost item for actual costs. OPG will, within 15 Business Days following receipt of the Contractor's draft Application for Payment, provide written Notice to the Contractor as to the submitted costs, the portion of the Reimbursable Work Fixed Fee amount, the portion of any Fixed Price, Firm Price amount, and/or the portion of the Mark-Up for Goods or the Mark-Up for Dynamic Commissioning Work that OPG has approved for payment or, alternatively, return the draft Application for Payment to the Contractor indicating in writing OPG's reasons for rejection, provided that:

(1) if OPG disputes any of the actual costs for Reimbursable Goods or Dynamic Commissioning Work, considers that any of the actual costs for Reimbursable Work submitted are Disallowed Costs, disagrees with the Contractor's calculation of the portion of the Reimbursable Work Fixed Fee that is payable, the portion of any Fixed Price or Firm Price that is payable and/or disagrees with the Contractor's calculation of the Mark-Up for Goods or the Mark-Up for Dynamic Commissioning Work, OPG and the Contractor will work cooperatively to resolve the issue and if OPG and the Contractor cannot reach agreement with regard to the foregoing, OPG will pay the undisputed amounts in the Application for Payment submitted in accordance with section 7.3 in full, and such Dispute will be resolved in accordance with Section 11. The disputed amounts in such Application for Payment will then be paid in the next month after the Dispute is resolved in accordance with Section 11. For clarity, the foregoing process will not affect the ability of the Contractor to submit an Application for Payment in accordance with section 7.3 for all amounts that OPG has pre-approved pursuant to this section 7.2; and

(2) if OPG and the Contractor thereafter agree that an actual cost is an Allowed Cost, or if such actual cost is determined to be an Allowed Cost pursuant to the dispute resolution mechanisms set out in

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Section 11, such actual cost will be deemed to be a Reimbursable Cost and may be included in the next Application for Payment submitted to OPG. Similarly, if OPG and the Contractor thereafter agree that a portion of the Reimbursable Work Fixed Fee, Fixed Price or Firm Price, as the case may be, has been earned, or if such portion of the Reimbursable Work Fixed Fee, Fixed Price or Firm Price, as the case may be, is determined to have been earned pursuant to the dispute resolution mechanisms set out in Section 11, such amount may be included in the next Application for Payment submitted to OPG.

7.3 Application for Payment

(a) **ONCORE**.

(1) The Contractor acknowledges that OPG has implemented an electronic invoicing system ("**ONCORE**") and the timely payment of amounts owing to the Contractor requires that the Contractor provide invoicing information in accordance with this system.

(2) OPG will pay the license fees for ONCORE for two employees of the Contractor. OPG will not pay additional license or configuration fees for the integration and implementation of ONCORE with the Contractor's payroll system.

(3) Prior to the Contractor being obligated to provide invoicing information for ONCORE, OPG will provide the Contractor with the following:

(A) access to a secure information channel via the internet;

(B) ONCORE training for one or two of the Contractor's employees;

(C) any unique hardware or software that is required to access ONCORE;

(D) written instructions on how to access and use ONCORE; and,

(E) access during normal business hours on Business Days to OPG employees, contractors or representatives who are knowledgeable with respect to the access and usage requirements of ONCORE and who will provide a reasonable

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amount of support if the Contractor's trained employees are having problems using or accessing ONCORE for a three month period.

(4) OPG will set up the preliminary invoicing information on ONCORE promptly following the date of this Agreement.

(5) The Contractor will be responsible for maintaining access to the internet. The Contractor will be responsible for the accuracy and timeliness of the data entered into ONCORE. OPG will not be responsible for any delays to payments as a result of the Contractor's errors and omissions arising from the misuse of ONCORE.

(6) The Parties agree to work co-operatively to minimize each other's costs associated with the implementation and ongoing access and use of ONCORE.

(7) The Contractor is aware and accepts that OPG will review, accept and approve of the Contractor's data submitted via ONCORE prior to any issuance of payment. Nothing in this section 7.3(a) diminishes or amends either Party's rights set out in the remainder of this Agreement.

(b) **Application for Payment**. OPG will pay the Contractor in accordance with the Milestone Payment Schedule and in accordance with this Section 7. The Contractor will submit each draft Application for Payment to OPG's Representative or OPG's Designated Delegates for acceptance in accordance with section 7.2. After receiving OPG's Representative's or OPG's Designated Delegates' acceptance, the Contractor will electronically deliver to OPG via ONCORE a complete Application for Payment after provision of all Work respecting any milestone. The Contractor will not submit to OPG any Application for Payment in respect of any milestone unless: (i) all Work required to be provided in respect of that milestone (and all previous milestones) has been entirely provided; and (ii) OPG's Representative has accepted such Work as entirely finished. As part of each Application for Payment, OPG may direct the Contractor to submit to OPG:

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(1) an invoice containing:

(A) the total amount owing by OPG for completion of the applicable milestone (showing separately all amounts due as Canadian goods and services tax/harmonized sales tax levied under the Excise Tax Act (Canada) and expressly stating any amounts invoiced in a currency other than Canadian dollars), including: (i) for Reimbursable Costs, the amounts that have been approved for payment as Reimbursable Costs and Fixed Fee by OPG as described in section 7.1 above, including written confirmation of OPG's approval; (ii) for Fixed Price Work and Firm Price Work; (iii) for Reimbursable Goods, the Contractor will include copies of invoices for all Reimbursable Goods expressly setting out the actual costs of the Reimbursable Goods purchased by the Contractor net of all discounts, rebates, and refunds, plus the Mark-Up for Goods; and (iv) for Dynamic Commissioning Work, the Contractor will include copies of invoices expressly setting out the actual costs of performing the Dynamic Commissioning Work, plus the Mark-Up for Dynamic Commissioning Work;

(B) the OPG purchase order number;

(C) the Contractor's full name and address;

(D) the name of a contact individual at the Contractor, with a telephone number;

(E) electronic transfer instructions;

(F) the Contractor's invoice number (which must be unique for each invoice);

(G) the invoice date (which must be the date the invoice is delivered);

(H) the Contractor's 15 digit registration numbers (as set out in section 7.6) for the purposes of Part IX of the Excise Tax Act (Canada);

(I) as a credit to OPG, the amount of any discounts, rebates, refunds or Subcontractor rental payments required to be

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passed on to OPG in accordance with section 7.1(a)(4) and received in the month prior to the month in which the Application for Payment is submitted by the Contractor; and

(J) as a credit to OPG, the amount of proceeds of insurance received by the Contractor in respect of Reimbursable Costs in the month prior to the month in which the Application for Payment is submitted by the Contractor;

(2) a statutory declaration in the form set out in Schedule 1.1(B) signed by a director or officer of the Contractor declaring that:

(A) all payments due to Subcontractors, all wages and benefit payments due to any of the Contractor's Personnel, and all contributions, premiums, allowances and remittances due to any Governmental Authority, (and, in the first statutory declaration delivered in each calendar year, or with such frequency as OPG may request, acting reasonably, pension fund, benefit plan, or union fund in accordance with a collective agreement), have been paid on or before the date of the Application for Payment in a timely manner, subject to any withholdings or holdbacks required by Applicable Laws; and

(B) title to the applicable part of the Project will pass to OPG in accordance with section 7.5 no later than the date of OPG's payment;

(3) a certificate in the form set out in Schedule 1.1(B) signed by an officer of the Contractor certifying:

(A) that the insurance coverages that the Contractor is obliged to maintain under section 4.2 remain in full force;

(B) that the Contractor has paid in a timely manner all amounts payable under the *Workplace Safety and Insurance Act*, 1997 (Ontario);

(C) that the Contractor remains in compliance with all its other obligations under the *Workplace Safety and Insurance Act*, 1997 (Ontario); and

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(D) that the Contractor has provided OPG with the Workplace Safety and Insurance Board registration number for each member of the Contractor's Personnel providing Work at the Site for the period covered by the certificate;

(4) a certificate in the form set out in Schedule 1.1(B) signed by an officer of the Contractor respecting outstanding claims; and

(5) a certificate of compliance from the Workplace Safety and Insurance Board as to the Contractor's status and that of all Subcontractors that will be providing Work at the Site.

7.4 Payment Terms

(a) **Payment Terms**. OPG's Representative will review each Application for Payment made in accordance with section 7.3(b) and confirm or decline OPG's acceptance of the amount invoiced by the 25th day of the month in which the Application for Payment is received; provided that such Application for Payment is received on or before the 15th day of such month. Once OPG has accepted the Application for Payment, OPG will pay the amount invoiced in such Application for Payment no later than the 25th day of the following month, subject to OPG's right of set off in the event that the Contractor owes any amounts to OPG.

(b) **No Deemed Acceptance**. No payment made by OPG under this Agreement and no use or occupancy of the Project, in whole or in part, by OPG will constitute acceptance of any part of the Work or Goods that is not in accordance with this Agreement.

(c) **Refusal of Payment**. Notwithstanding any term in this Agreement, OPG may refuse to make any payment, in whole or in part, or set off from any payment, otherwise payable to the Contractor under this Agreement, an amount to be determined by OPG, acting reasonably, and provided that undisputed amounts will be paid on account of:

(1) with respect to Fixed Price Work or Firm Price Work, failure by the Contractor to perform all Work required to achieve the applicable milestone (in which event such reduction will be limited to the value of such milestone);

(2) with respect to Reimbursable Work, the current or any previous Application for Payment containing Disallowed Costs (in which

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event such reduction will be limited to the extent of such Disallowed Costs);

(3) with respect to Reimbursable Work, the current or any previous Application for Payment including an amount for a portion of the Fixed Fee that has not been earned or properly substantiated (in which event such reduction will be limited to the extent of such Fixed Fee which has not been earned or properly substantiated);

(4) Work, or Goods being Defective, in whole or in part (in which event such reduction will be limited to OPG's reasonable estimate of the Correction Costs relating to such Defective Work or Goods);

(5) OPG having corrected or replaced a Defective part of the Work or Goods in accordance with this Agreement (to the extent of the costs incurred by OPG);

(6) Losses suffered or incurred by any member of the OPG Group or claims, demands, actions, suits or proceedings for Losses having been made against a member of the OPG Group by any Person in respect of which the Contractor is required to indemnify under this Agreement;

(7) a Lien having been filed in respect of the Work or Goods (except to the extent that the Contractor has delivered to OPG a specific security instrument, satisfactory to OPG, to secure the discharge of such Lien); or

(8) any other terms of this Agreement or rights under Applicable Law entitling OPG to a set off against the amount for which Application for Payment was made.

(d) **Adjustments to Payments**. All payments made under this Agreement are subject to adjustment if either Party submits written notice to the other Party that it believes that a payment should be adjusted. The Contractor must deliver any such written notice for costs incurred within twelve months of such costs being incurred that the Contractor wishes to claim for or, if applicable, adjustment to a Fixed Fee payment at the same time as its certification delivered pursuant to section 7.3 is provided to OPG. OPG will be entitled to exercise its rights to review and audit at any time, and accordingly OPG may provide a written adjustment notice for up to seven years following the date on which Final Completion occurs. If the

Parties cannot agree upon any requested adjustment, the dispute resolution mechanisms in Section 11 will apply.

7.5 Title Warranty

Except as provided in section 2.16(c), the Contractor represents and warrants to OPG that title to all Work (including documents, designs, drawings, specifications, plans, reports, information and other deliverables and data) and Goods covered by any Application for Payment, whether used or incorporated in the Project or not and wherever situate, will pass to OPG no later than the time of payment, free and clear of all Liens. OPG's retention of any amount under sections 7.4(c) or 7.6(d) will in no way affect the Contractor's representation and warranty in this section 7.5.

7.6 Taxes

(a) **Goods and Services Tax/Harmonized Sales Tax**. The Contractor represents and warrants to OPG that the Contractor is duly registered for the purposes of Part IX of the *Excise Tax Act* (Canada) and that the Contractor' [redacted] The Contractor will deduct all Canadian goods and services tax or any harmonized sales tax levied under the *Excise Tax Act* (Canada) recovered or recoverable by the Contractor on the payment of expenses before submitting any Application for Payment to OPG covering any such expenses. The Contractor will ensure that each Application for Payment (and any other invoice submitted to OPG under this Agreement) will separately set out all Canadian goods and services tax/harmonized sales tax levied under the Excise Tax Act (Canada) and payable by OPG under this Agreement. The Contractor is solely responsible for any Taxes levied in respect of any Goods, construction equipment or tools brought into Ontario for temporary use in respect of the Work.

(b) **The Contractor's Income Taxes and Withholdings**. OPG will have no liability for:

(1) any of the Contractor's income or capital taxes imposed by any Governmental Authority respecting this Agreement; or

(2) any withholding (except for any amount withheld by OPG under section 7.6(d)), collection, payment, remitting or reporting of any Taxes paid or payable by the Contractor in respect of this

Agreement, including in respect of any of the Contractor's Personnel or any of the Subcontractors.

(c) **Refund of Taxes**. All remissions or refunds of any Taxes (other than income or capital or in respect of Fixed Payroll Burdens) paid or payable by any Governmental Authority in respect of the Work or Goods, in whole or in part, are the exclusive property of the Contractor unless such Taxes have been included in the Contract Price, in which case, such amounts will be the exclusive property of OPG. All amounts received by the Contractor or a Subcontractor by way of a remission or refund of any Taxes which are the exclusive property of OPG will constitute trust monies to which OPG is exclusively entitled. The Contractor will promptly forward all such amounts to OPG. The Parties will co-operate with each other and take all actions required or desirable to apply for any applicable remission or refund of Taxes. Upon request by OPG, the Contractor will execute, or cause any Subcontractor to execute, all required or desirable documentation to allow OPG to act in the name of the Contractor or a Subcontractor, as the case may be, to apply for and receive any such remission or refund.

(d) **Withholding for Non-residents**. Notwithstanding any term in this Agreement, OPG may withhold any amount that is required to be withheld by any Applicable Laws respecting Taxes. OPG will have no obligation to gross up or otherwise increase payments made to the Contractor or any Subcontractor because OPG withheld any amount in respect of Taxes. Where OPG so withholds any amount, OPG will remit such amount to the applicable Governmental Authority. If OPG is entitled to set off an amount owing by OPG under this Agreement against an amount owing to OPG under this Agreement and OPG is also required to withhold an amount under any Applicable Laws respecting Taxes, then OPG will set off an amount owing by OPG against an equal amount owing to OPG. For example, if OPG owes the Contractor $100 and of that amount OPG is required to withhold and remit to the Canada Revenue Agency $15, and the Contractor owes OPG $95, then:

(1) OPG would withhold and remit to the Canada Revenue Agency $15; and

(2) the Contractor would pay OPG $10.

These payments would thus entirely extinguish both OPG's obligation to the Contractor and the Contractor's obligation to OPG.

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(e) **Importer of Record**. If any portion of the Goods is to be manufactured or fabricated outside Canada, the Contractor will ensure that either the Contractor or its agent will be the importer of record for customs purposes.

(f) **Scientific Research and Experimental Development ("SR&ED")**. OPG and the Contractor acknowledge and agree that this Agreement will require the performance of SR&ED as defined in subsection 248(1) of the *Income Tax Act* (Canada) (the "**ITA**"). OPG and the Contractor further agree that to the extent that this is the case, the SR&ED will be performed by the Contractor on behalf of OPG and/or a portion of each relevant payment to be made by OPG will be for SR&ED performed by the Contractor that is related to a business of OPG (which SR&ED OPG is entitled to exploit in the manner set out in this Agreement), and OPG will be entitled to include certain amounts paid for SR&ED in computing the amounts described in Subsections 37(1) and 37(2) of the ITA. As such, it is agreed that OPG will be entitled to claim all "investment tax credits" (as defined in subsection 127(9) of the ITA) and all similar provincial equivalents (under the tax and payments-in-lieu of tax regimes that are relevant to OPG) ("**Investment Tax Credits**") that arise from the activities of the Contractor under this Agreement for which OPG has made payments, and the Contractor is not entitled to claim such Investment Tax Credits. OPG may require the Contractor to provide satisfactory evidence that it has not claimed such Investment Tax Credits. The Contractor will cooperate fully with, provide scientific, technical and financial information to, and assist OPG in accordance with the detailed procedures to be developed in good faith by the Contractor and OPG and submitted to OPG as a Submittal in accordance with the Submittal Schedule (the "**SR&ED Procedures**") to determine what activities of the Contractor under this Agreement qualify as SR&ED and what expenditures qualify for deductions and for the Investment Tax Credits and to allow OPG and its tax advisors to complete OPG's claims for deductions and the Investment Tax Credits. The incremental cost to Contractor of providing such cooperation, information and assistance will be a Reimbursable Cost and such cost shall not be taken into account for purposes of calculating incentives and disincentives pursuant to Section 8. Each payment invoiced by the Contractor under this Agreement will be clearly allocated in the invoice between the portion of the payment that is for qualifying SR&ED expenditures and the remainder of the payment, such allocation to be completed in accordance with the agreed methodology set out in the SR&ED Procedures.

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7.7 Unit Mechanical Completion

(a) **Notice of Unit Mechanical Completion**. The Contractor will, on a Unit-by-Unit basis, deliver a Notice in the form attached as Schedule 7.7(a) to OPG (a "**Unit Mechanical Completion Notice**") when the Unit is turned over to OPG subject to OPG acceptance, after all the following criteria have been satisfied:

(1) all requirements for the "Mechanical Completion" milestone set out in the Contract Schedule have been completed and accepted by OPG and Static Commissioning of the Unit has been performed by the Contractor and accepted by OPG;

(2) all requirements for the "Modification AFS Declaration" milestone set out in the Contract Schedule have been completed and accepted by OPG and all modification and refurbishment activities to permanent plant equipment have been performed in compliance with the Specifications and accepted by OPG, including that:

(A) all modifications to permanent plant equipment that cannot be commissioned have been performed in accordance with all requirements for non-commissionable passive modifications during design and installation phases;

(B) all temporarily removed interferences and temporary modifications are restored to the original configuration;

(C) quality assurance/quality control acceptance of the Work is complete;

(D) all non-conformances are dispositioned and processed;

(E) all documentation required in support of processing CNSC submissions and approvals is submitted;

(F) provide support to OPG in the commissioning of the systems as directed by OPG;

(G) milestone achievement updated;

(H) risk assessment accuracy review completed;

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(I) records update received by OPG and input into controlled documents;

(J) "lessons learned" report submitted; and

(K) all required information for post-implementation review submitted;

(3) the Unit has been completely refurbished in compliance with the Specifications (other than Dynamic Commissioning Work), except for non-critical punch list items with an aggregate cost not to exceed a total of $250,000, which punch list items do not represent a source of danger to personnel or to the equipment of any kind;

(4) a plan and schedule to correct identified punch list items has been prepared and agreed upon by the Parties; and

(5) the Unit can be returned to OPG, such that OPG may commence lay-up or the Dynamic Commissioning Work.

When OPG has confirmed that all of the terms in this section 7.7(a) have been complied with, then "**Unit Mechanical Completion**" has occurred.

(b) **Unit Mechanical Completion**. Within a reasonable time after receipt of the Notice under section 7.7(a), the Parties will make a joint inspection of the Unit to determine the status of the Unit and each outstanding item, including each item set out in the Notice delivered under section 7.7(a). If OPG determines that Unit Mechanical Completion has not occurred in accordance with section 7.7(a), OPG will deliver a Notice in the form of document attached as Schedule 7.7(b) to this effect to the Contractor, giving reasons. If OPG determines that Unit Mechanical Completion has occurred in accordance with section 7.7(a), OPG will deliver a Notice in the form of document attached as Schedule 7.7(b) containing a certificate of Unit Mechanical Completion. This certificate will fix the date of Unit Mechanical Completion as the date of the written Notice delivered by the Contractor pursuant to section 7.7(a) (the "**Unit Mechanical Completion Date**"). The Parties will then sign a certificate of substantial completion as contemplated by section 32(1)1 of the *Construction Lien Act* (Ontario). The Contractor will then promptly publish the notice in accordance with the *Construction Lien Act* (Ontario) and deliver proof of publication to OPG's Representative.

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(c) **Punch List**. OPG will accept, in whole or in part, the punch list as part of the process of confirming Unit Mechanical Completion. Thereafter, the Contractor will provide a weekly written report to OPG on the status of completion of each punch list item.

(d) **Access to Perform Remaining Obligations**. OPG may exclude the Contractor from the Unit, in whole or in part, after the date of Unit Mechanical Completion. OPG will, however, allow the Contractor reasonable access to such parts of the Unit as are required to permit the Contractor to finish entirely or correct all items on the punch list.

7.8 Unit System AFS Completion

(a) **Notice of Unit System AFS Completion**. The Contractor will on a Unit-by-Unit basis, deliver a Notice in the form attached as Schedule 7.8(a) to OPG (a "**Unit System AFS Completion Notice**") when the Unit is turned over to OPG subject to OPG acceptance, after all the following criteria have been satisfied:

(1) Dynamic Commissioning Work and testing of the Unit has been accepted by OPG; and

(2) all requirements for the "System AFS Readiness / Dynamic Commissioning" milestone set out in the Contract Schedule have been completed and accepted by OPG.

When OPG has confirmed that all of the terms in this section 7.8(a) have been complied with, then "**Unit System AFS Completion**" has occurred.

(b) **Unit System AFS Completion**. If OPG determines that Unit System AFS Completion has not occurred in accordance with section 7.8(a), OPG will deliver a Notice in the form of document attached as Schedule 7.8(b) to this effect to the Contractor, giving reasons. If OPG determines that Unit System AFS Completion has occurred in accordance with section 7.8(a), OPG will deliver a Notice in the form of document attached as Schedule 7.8(b) containing a certificate of Unit System AFS Completion. This certificate will fix the date of Unit System AFS Completion as the date of the written Notice delivered by the Contractor pursuant to section 7.8(a) (the "**Unit System AFS Completion Date**").

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7.9 Final Completion

(a) **Notice of Final Completion**. When the Contractor determines that it has entirely completed the Work, the Contractor will deliver to OPG a written Notice thereof in the form of Schedule 7.9(a). OPG will then deliver a written Notice to the Contractor stating either:

(1) that OPG accepts the Work as being entirely completed, and acknowledges that the Contractor has delivered to OPG all Approvals (other than OPG Approvals), all Available for Service Documentation, complete as-built drawings and all other written or graphic documents, designs, drawings, specifications, plans, reports, information and other deliverables or data required to be provided by the Contractor to OPG under this Agreement; or

(2) that there are items remaining to be entirely completed or that are Defective and must be corrected, repaired or replaced by the Contractor.

If OPG provides a written Notice pursuant to section 7.9(a)(2), the Contractor will promptly take such actions as are necessary to entirely complete, correct, repair or replace all such items. Once the Contractor has completed all such actions, the Contractor will deliver another written Notice to OPG in accordance with this section 7.9.

(b) **Final Completion**. "**Final Completion**" will occur when OPG delivers the written Notice referred to in section 7.9(a)(1) (the "**Final Completion Date**"). For clarity, Final Completion will not have been achieved until, in addition to OPG's acceptance of the Work as being entirely completed, OPG has received any disincentive payments owing to OPG in accordance with Section 8.

(c) **Final Completion Holdback**. OPG will be entitled to hold back payment from the final payments to the Contractor of an additional $500,000 of the Execution Phase Fixed Fee and the Reimbursable Costs until Final Completion.

7.10 Final Application for Payment

(a) After OPG has accepted the Work as being entirely finished under section 7.9(b), the Contractor may make a final Application for Payment in accordance with section 7.3. The Contractor will submit with the final

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Application for Payment (except to the extent previously delivered by the Contractor and accepted by OPG as satisfactory), the following:

(1) as-built drawings, maintenance instructions, security documents, certificates of insurance, certificates of inspection, all documents required to be maintained at the Site in accordance with section 2.15(a) and all other documents required by this Agreement to be delivered to OPG on the entire finishing of the Project;

(2) the required consent of any surety, if any, to the final payment made under section 7.11;

(3) a certificate of good standing from the Workers' Safety and Insurance Board or successor organisation;

(4) releases in the form set out in Schedule 7.10, from the Contractor and each Subcontractor who provided Work in respect of the Project, respecting all Liens and other claims filed or otherwise arising in respect of the Work or Goods; and

(5) statutory declarations in the form set out in Schedule 7.10, signed by a director or senior officer of the Contractor and each Key Subcontractor who performed the Work, declaring: (A) in the case of the Contractor, that there are no claims for Lien filed against any of the Sites and the Contractor is not aware of any grounds supporting any claim for Liens against any member of the OPG Group by any Person, including, without limitation, any Subcontractor; (B) that all payments due to Key Subcontractors or, in the case of Key Subcontractors, direct Subcontractors of such Key Subcontractors, and all wages and benefit payments due to employees, and all contributions, premiums, allowances and remittances due to any Governmental Authority, pension fund, benefit plan, or union fund in accordance with a collective agreement, have been paid in a timely manner; and (C) that neither the Contractor nor any Key Subcontractor has received a written notice of any Liens or other claims filed or otherwise arising from the Work

(b) If the Contractor is unable to deliver to OPG any release or statutory declaration referred to in sections 7.10(a)(4) and 7.10(a)(5) from a Subcontractor, the Contractor will deliver to OPG collateral or security satisfactory to OPG to indemnify OPG against any Lien or other claim until

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such time that any Lien or claim would expire by operation of Applicable Laws.

7.11 Final Payment and Acceptance

On receipt of the Application for Payment under section 7.10(a), OPG will review the Application for Payment within 10 Business Days of receipt and deliver a Notice in the form attached as Schedule 7.11 to the Contractor stating either that:

(a) OPG accepts the Application for Payment and OPG will make, subject to sections 7.4(c) and 7.6(b), the final payment within 60 days of the delivery of such Application for Payment to OPG; or

(b) the Application for Payment does not yet satisfy all the obligations under this Agreement and setting out the reasons therefor. The Contractor will promptly take such actions as are necessary to satisfy its remaining obligations. Once the Contractor has satisfied all such obligations, the Contractor will deliver to OPG an amended final Application for Payment under section 7.9.

Where OPG makes the final payment to the Contractor under this section 7.11, such payment will not relieve the Contractor from any of its obligations or liabilities under this Agreement or otherwise. The Contractor will maintain the applicable records, including time sheets, accounts and invoices, for seven years following expiration or termination of this Agreement, or for such other period as OPG may set out in a Notice to the Contractor. On request by OPG, the Contractor will promptly provide OPG access to such records for review and copying.

7.12 Interest

Each Party will be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made by the other Party pursuant to the terms of this Agreement on the date that is 30 days following the due date calculated from day to day at a rate per annum equal to the Interest Rate from the day after the date that is 30 days following the date on which payment was due up to and including the date of payment. For the purposes of this section 7.12, "Interest Rate" means simple interest at an annual rate equal to the prime rate of interest per annum quoted by Canadian Imperial Bank of Commerce from time to time as its reference rate for Canadian Dollar demand loans made to its commercial customers in Canada and which it refers to as its "prime rate", as such rate may be changed by it from time to time. In addition, if a panel of arbitrators appointed under section 11.2 determines that OPG must repay to the Contractor an amount drawn down under the Interim Project LC, Project LC or

Warranty LC, OPG will pay interest on such amount at the Interest Rate from the date of drawdown until the date of repayment.

SECTION 8 INCENTIVES AND DISINCENTIVES

8.1 Incentives and Disincentives - Reimbursable Work Target Costs

(a) **General**. This section 8.1 sets out how OPG and the Contractor will share in both cost savings and cost overruns in relation to the applicable Reimbursable Work Target Cost, on a Unit-by-Unit basis.

(b) **Neutral Band**. There will be a neutral band above and below the applicable Reimbursable Work Target Cost, outside of which incentive and disincentive amounts will be calculated in accordance with sections 8.1(c) and 8.1(c)(2). OPG and the Contractor will share in variances from the applicable Reimbursable Work Target Cost outside of the neutral band.

(c) **Calculation of Reimbursable Work Cost Incentives**. Subject to sections 8.4(a) and 8.4(c) and to the limit set out in section 8.5:

(1) if the aggregate amount of all Reimbursable Costs incurred in connection with the Definition Phase Reimbursable Work is less than the Definition Phase Reimbursable Work Target Cost by more than $700,000 of the Definition Phase Reimbursable Work Target Cost, OPG will pay to the Contractor an amount determined in accordance with the table below (the "**Definition Phase Reimbursable Work Cost Incentive**"):

Amount by which the aggregate Definition Phase Reimbursable Costs are lower than the Definition Phase Reimbursable Work Target Cost ("Definition Phase Cost Savings")	**Definition Phase Reimbursable Work Cost Incentive as a percentage of Definition Phase Cost Savings***
0$ to $700,000 below	0%
$700,000 to $970,000 below	25%
$970,000 to $1,240,000 below	30%
$1,240,000 to $1,510,000 below	35%

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Amount by which the aggregate Definition Phase Reimbursable Costs are lower than the Definition Phase Reimbursable Work Target Cost ("Definition Phase Cost Savings")	**Definition Phase Reimbursable Work Cost Incentive as a percentage of Definition Phase Cost Savings***
$1,510,000 to $1,780,000 below	40%
$1,780,000 to $2,050,000 below	45%
more than $2,050,000 below	50%

** The percentages in the table above are applicable to the incremental amounts falling within the applicable range only.*

(2) On a Unit-by-Unit basis, if the aggregate amount of all Reimbursable Costs incurred in connection with the Execution Phase Reimbursable Work is less than the Execution Phase Reimbursable Work Target Cost by more than 4% of the Execution Phase Reimbursable Work Target Cost, OPG will pay to the Contractor an amount determined in accordance with the table below (the "**Execution Phase Reimbursable Work Cost Incentive**"):

Amount by which the aggregate Execution Phase Reimbursable Costs are lower than the Execution Phase Reimbursable Work Target Cost ("Execution Phase Cost Savings") expressed as a percentage	**Execution Phase Reimbursable Work Cost Incentive as a percentage of Execution Phase Cost Savings***
0% to 4% below	0%
4% to 5.5% below	25%
5.5% to 7% below	30%
7% to 8.5% below	35%
8.5% to 10% below	40%

Amount by which the aggregate Execution Phase Reimbursable Costs are lower than the Execution Phase Reimbursable Work Target Cost ("Execution Phase Cost Savings") expressed as a percentage	**Execution Phase Reimbursable Work Cost Incentive as a percentage of Execution Phase Cost Savings***
10% to 11.5% below	45%
more than 11.5% below	50%

** The percentages in the table above are applicable to the incremental amounts falling within the applicable range only.*

(d) **Calculation of Reimbursable Work Cost Disincentives**. Subject to sections 8.4(a) and 8.4(c) and to the limit set out in section 8.5:

(1) if the aggregate amount of all Reimbursable Costs incurred in connection with the Definition Phase Reimbursable Work is greater than the Definition Phase Reimbursable Work Target Cost by more than $700,000 of the Definition Phase Reimbursable Work Target Cost, the Contractor will pay to OPG an amount determined in accordance with the table below (the "**Definition Phase Reimbursable Work Cost Disincentive**"):

Amount by which the aggregate Definition Phase Reimbursable Costs are higher than the Definition Phase Reimbursable Work Target Cost ("Definition Phase Cost Overruns")	**Definition Phase Reimbursable Work Cost Disincentive as a percentage of Definition Phase Cost Overruns***
$0 to $700,000 above	0%
$700,000 to $970,000 above	25%
$970,000 to $1,240,000 above	30%
$1,240,000 to $1,510,000 above	35%

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Amount by which the aggregate Definition Phase Reimbursable Costs are higher than the Definition Phase Reimbursable Work Target Cost ("Definition Phase Cost Overruns")	**Definition Phase Reimbursable Work Cost Disincentive as a percentage of Definition Phase Cost Overruns***
$1,510,000 to $1,780,000 above	40%
$1,780,000 to $2,050,000 above	45%
more than $2,050,000 above	50%

** The percentages in the table above are applicable to the incremental amounts falling within the applicable range only.*

(2) on a Unit-by-Unit basis, if the aggregate amount of all Reimbursable Costs incurred in connection with the Execution Phase Reimbursable Work is greater than the Execution Phase Reimbursable Work Target Cost by more than 4% of the Execution Phase Reimbursable Work Target Cost, the Contractor will pay to OPG an amount determined in accordance with the table below (the "**Execution Phase Reimbursable Work Cost Disincentive**"):

Amount by which the aggregate Execution Phase Reimbursable Costs are higher than the Execution Phase Reimbursable Work Target Cost ("Execution Phase Cost Overruns") expressed as a percentage	**Execution Phase Reimbursable Work Cost Disincentive as a percentage of Execution Phase Cost Overruns***
0% to 4% above	0%
4% to 5.5% above	25%
5.5% to 7% above	30%
7% to 8.5% above	35%
8.5% to 10% above	40%

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Amount by which the aggregate Execution Phase Reimbursable Costs are higher than the Execution Phase Reimbursable Work Target Cost ("Execution Phase Cost Overruns") expressed as a percentage	**Execution Phase Reimbursable Work Cost Disincentive as a percentage of Execution Phase Cost Overruns***
10% to 11.5% above	45%
more than 11.5% above	50%

** The percentages in the table above are applicable to the incremental amounts falling within the applicable range only.*

8.2 Incentives and Disincentives – Execution SS&E Target Cost

(a) **General**. This section 8.1(d)(2) sets out how OPG and the Contractor will share in both cost savings and cost overruns in relation to the Execution Phase SS&E Target Cost.

(b) **Neutral Band**. There will be a neutral band of 10% above and below the Execution Phase SS&E Target Cost, outside of which incentive and disincentive amounts will be calculated in accordance with sections 8.2(c) and 8.2(c). OPG and the Contractor will share in variances from the Execution Phase SS&E Target Cost outside of the neutral band.

(c) **Calculation of SS&E Cost Incentives**. Subject to section 8.4(d) and to the limit set out in section 8.5, if the aggregate amount of all Reimbursable Costs incurred in connection with the Execution Phase SS&E is less than the Execution Phase SS&E Target Cost by more than 10% of the Execution Phase SS&E Target Cost, OPG will pay to the Contractor an amount determined in accordance with the table below (the "**Execution Phase SS&E Cost Incentive**"):

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Amount by which the aggregate Execution Phase Reimbursable Costs for SS&E are lower than the Execution Phase SS&E Target Cost ("Execution Phase SS&E Cost Savings") expressed as a percentage	**Execution Phase SS&E Cost Incentive as a percentage of Execution Phase SS&E Cost Savings***
0 to – 10% below	0%
more than – 10% below	50%

** The percentages in the table above are applicable to the incremental amounts falling within the applicable range only.*

(d) **Calculation of SS&E Cost Disincentives**. Subject to section 8.4(d) and to the limit set out in section 8.5, if the aggregate amount of all Reimbursable Costs incurred in connection with the Execution Phase SS&E is greater than the Execution Phase SS&E Target Cost by more than 10% of the Execution Phase SS&E Target Cost, the Contractor will pay to OPG an amount determined in accordance with the table below (the "**Execution Phase SS&E Cost Disincentive**"):

Amount by which the aggregate Execution Phase Reimbursable Costs for SS&E are higher than the Execution Phase SS&E Target Cost ("Execution Phase SS&E Cost Overruns") expressed as a percentage	**Execution Phase SS&E Cost Disincentive as a percentage of Execution Phase SS&E Cost Overruns***
0 to +10% above	0%
more than +10% above	50%

** The percentages in the table above are applicable to the incremental amounts falling within the applicable range only.*

8.3 Incentives and Disincentives – Schedule

(a) **Calculation of Schedule Incentives and Disincentives – Unit Mechanical Completion**. On the calculation date set out in section 8.4(b), schedule incentives or disincentives, as the case may be, for Unit Mechanical Completion will be determined on an aggregate basis for all Units to have been refurbished (and not on a Unit-by-Unit basis) by determining the number of full calendar days by which:

(1) the Unit Mechanical Completion Dates for all Units to have been refurbished

are less than or greater than,

(2) the Guaranteed Unit Mechanical Completion Dates for such Units

(such total number of calendar days, whether positive (if greater) or negative (if less), being the "**Actual Aggregate UMC Completion Time**")

and, subject and to the limits set out in section 8.4(c) and 8.5:

(3) if the Actual Aggregate UMC Completion Time is negative, OPG will pay the Contractor schedule incentive amounts calculated by multiplying such number of calendar days by $10,000; or

(4) if the Actual Aggregate UMC Completion Time is positive, the Contractor will pay OPG schedule disincentive amounts calculated by multiplying such number of calendar days by $25,000.

(b) **Calculation of Schedule Disincentives – Other Milestones**. On the calculation date set out in section 8.4(b), schedule disincentives, if any, for the milestone events identified in the table below will be determined on an aggregate basis for all Units to have been refurbished (and not on a Unit-by-Unit basis) by determining, on a row-by-row basis with reference to the table below, the number of full calendar days by which:

(1) the dates of the milestone event identified in column A (to the extent related to the completion of Contractor's Work) for all Units to have been refurbished

are greater than,

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(2) the dates of the milestone event identified in column B for all such Units

(such total number of calendar days for the applicable row being the "**Actual Aggregate Milestone Completion Time**")

and, subject and to the limits set out in section 8.4(c) and 8.5:

(3) if the Actual Aggregate Milestone Completion Time is positive for the applicable row, the Contractor will pay OPG a disincentive amount calculated multiplying such number of calendar days by the amount for the applicable row in column C.

	A	B	C
1	Engineering Change Control / Engineered Tooling Documentation Completion Date	Guaranteed Engineering Change Control / Engineered Tooling Documentation Completion Date	$2,000
2	Execution Phase Plan Completion Date	Guaranteed Execution Phase Plan Completion Date	$2,000
3	Unit System AFS Completion Date	Guaranteed Unit System AFS Completion Date	$10,000
4	Unit Closeout Date	Guaranteed Unit Closeout Date	$2,000

8.4 Timing for Calculation and Payment of Incentives and Disincentives.

(a) **Payment of Cost Incentives & Disincentives**. The calculation and payment of the cost incentive or disincentive amount for a Unit referred to in section 8.1 will be deferred until the Unit System AFS Completion Date for the last Unit to be refurbished.

(b) **Payment of Schedule Incentives & Disincentives**. The calculation and payment of the schedule incentive or disincentive amount for a Unit referred to in sections 8.3(a) and 8.3(b) will be deferred until the Unit System AFS Completion Date for the last Unit to be refurbished.

(c) **Payment of Incentives & Disincentives (Early Termination)**. If this Agreement is terminated in accordance with Section 10 or Section 12 prior to the occurrence of Unit System AFS Completion for a Unit, then the cost incentives and disincentives described in this Section 8 with respect to such Unit will not be payable.

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(d) **Payment of SS&E Cost Incentives & Disincentives**. The cost incentive and disincentive amounts for Execution Phase SS&E referred to in section 8.1(d) will be calculated and paid on the earlier of: (i) the Final Completion Date; and (ii) the date on which the aggregate amount of disincentives for the SS&E incurred by the Contractor exceeds the overall limit on disincentives specified in section 8.5.

(e) **Accrual of Incentives & Disincentives**. For clarity, the disincentives described in this Section 8 will continue to accrue up to the date this Agreement is terminated, notwithstanding the occurrence of any event of default under section 10.1.

8.5 Sub-Caps and Overall Limits on Incentives and Disincentives

The amount of all cost and schedule incentives and disincentives under this Section 8 will be calculated in accordance with this Section 8. The net amount derived from each such calculation will be payable by OPG to the Contractor, or by the Contractor to OPG, as the case may be, but will be subject to the following overall limits:

(a) if the net amount is payable by the Contractor to OPG pursuant to sections 8.1(d)(1) or 8.3(b)(3) (with respect to the milestone events set out in rows 1 and 2 of the table set out in section 8.3(b)) such amount will be limited to an amount equal to 80% of the aggregate Definition Phase Fixed Fee;

(b) if the net amount is payable by the Contractor to OPG pursuant to sections 8.1(d)(2), 8.2(d), 8.3(a)(4) or 8.3(b)(3) (with respect to the milestone events set out in rows 3 and 4 of the table set out in section 8.3(b)) such amount will be limited to an amount equal to 80% of the aggregate Execution Phase Fixed Fee;

(c) if the net amount is payable by OPG to the Contractor pursuant to section 8.1(c)(1), such amount will be limited to an amount equal to 40% of the aggregate Definition Phase Fixed Fee; or

(d) if the net amount is payable by OPG to the Contractor pursuant to section 8.1(c)(2), 8.2(c) or 8.3(a)(3), such amount will be limited to an amount equal to 40% of the aggregate Execution Phase Fixed Fee.

However, in making each such calculation: (i) the amount of all cost disincentives for Definition Phase Reimbursable Work or Execution Phase Reimbursable Work, as the case may be will be sub-capped at an amount equal to 48% of the aggregate Definition Phase Fixed Fee or Execution Phase Fixed Fee, as applicable; and (ii) the amount of all

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cost incentives for Execution Phase Reimbursable Work will be subcapped at an amount equal to 24% of the aggregate Execution Phase Fixed Fee.

8.6 Recovery Plan

At any time after the Contractor accrues any schedule disincentives with respect to a Unit, OPG may, in its sole discretion, request that the Contractor deliver to OPG within 5 Business Days a remedial plan, including supporting documentation, acceptable to OPG, acting reasonably, which will specify the steps that the Contractor intends to take to complete the remaining Works for such Unit so as to achieve the Contract Schedule (a "**Recovery Plan**"). Upon acceptance by OPG, the Contractor will promptly and continuously implement the Recovery Plan.

8.7 Disincentives are not Penalties

The Contractor and OPG acknowledge and agree that the precise amount of OPG's actual damages that would result from the failure of the Contractor to achieve the Reimbursable Work Target Costs, or to meet a schedule, would be extremely difficult to calculate. The Contractor and OPG acknowledge and agree that the disincentives provided for in this Section 8 would be an amount substantially below any reasonable and genuine pre-estimate of the actual damages that would be suffered by OPG as a result of the Contractor failing to achieve the Reimbursable Work Target Costs or to meet a schedule and OPG agrees that it will not make any claim against the Contractor arising from such failures in excess of the aggregate amount of the disincentives provided for in this Section 8.

SECTION 9 ACCEPTANCE OF PROJECT AND CORRECTION OF DEFECTS

9.1 Warranty

(a) **Basic Warranty**. The Contractor warrants and guarantees to OPG that, for the duration of the Warranty Period, the Work and all Goods will be provided in accordance with this Agreement (including, without limitation, in conformity with the Specifications), such that the Work and the Goods meet or exceed the standards applicable to similar work, goods and materials in the nuclear industry.

(b) **Exclusions**. The Contractor's warranties and guarantees in section 9.1(a) do not apply to the extent that any breach of the warranty or guarantee is due to:

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(1) maintenance, operation or storage by OPG contrary to any maintenance, operating or storage instructions delivered by the Contractor to OPG;

(2) conditions of operation more severe than those specified for the Project;

(3) the negligence or willful misconduct of OPG or any Person providing services to OPG, other than the Contractor or a Subcontractor; or

(4) the effects of reasonable wear and tear under normal usage by OPG.

(c) **No Deemed Acceptance**. Subject to section 9.9 and except as set out in section 9.1(b), the Contractor's obligations under section are absolute. These warranties and guarantees will not be affected in any way by any certificate, acceptance, approval, payment or any other act, matter or thing done or omitted under this Agreement. For clarity, none of the following actions will constitute any acceptance of the Work or Goods by OPG in whole or in part or will constitute a waiver or release of any of the Contractor's obligations under this Agreement:

(1) any review, comment, acceptance, rejections or failure to review, comment, accept or reject by OPG of a Submittal or other document under this Agreement;

(2) any inspection, test or approval by OPG or any third party;

(3) any payment under this Agreement;

(4) any certificate of Unit Mechanical Completion issued under section 7.7(b) or Unit System AFS Completion issued under section 7.8(b);

(5) any use or occupancy of the Project in whole or in part by OPG; or

(6) subject to section 9.9, any correction or replacement of a Defective part of the Work, or Goods by, or at the request of, the Contractor, OPG or OPG's Designated Delegates.

9.2 Access to Project

The Contractor will provide access to the Project, the Site and the premises of the Contractor and Subcontractors, at all reasonable times and from time to time, to OPG's

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Representative, and at the request of OPG's Representative, to OPG's Designated Delegates or any Governmental Authority, for the purposes of viewing, performing surveillance on, inspecting, witnessing, testing and/or accepting the Work, Goods and/or Project, in whole or in part, including to monitor compliance with the Specifications and any applicable quality assurance program. In particular, the Contractor will deliver a Notice to OPG's Representative providing OPG with Notice of at least two Business Days before OPG is required to inspect any Work or Goods at any hold point in any inspection plan. At the request of OPG's Representative, the Contractor will promptly provide to OPG's Representative and/or OPG's Designated Delegates a copy of all the documents (unpriced in the case of subcontracts for Fixed Price Work or Firm Price Work) respecting any subcontract for Work subject to viewing, performing surveillance, inspecting, witnessing, testing and/or accepting. No such viewing, performing surveillance, inspecting, witnessing, testing and/or accepting by OPG will relieve the Contractor of any of its obligations under this Agreement. The Contractor will advise each applicable representative of OPG of the Contractor's or Subcontractor's applicable site safety procedures and policies. The Contractor will provide each such representative with proper and safe transportation and conditions for such access.

9.3 Inspections, Tests and Approvals

The Contractor will with promptness and in an orderly sequence so as not to cause any delay to the Work arrange for and obtain all inspections, tests and approvals required for the acceptance of Work or Goods that are to be incorporated or used in the Project. The Contractor will ensure that each inspection, test or approval that is required to be carried out, in whole or in part, by a Professional, is so carried out by a Professional. The Contractor will pay all costs respecting such inspections, tests and approvals. If this Agreement, the applicable quality assurance program or any Applicable Laws or Approvals require any part of the Work or the Goods to be inspected, tested or approved, in whole or in part, the Contractor will arrange for and obtain all such inspections, tests and approvals The Contractor will pay all costs respecting such inspections, tests and approvals. The Contractor will deliver to OPG all certificates, reports and other documents respecting any inspections, tests and approvals made in accordance with this section 9.3 or the Specifications. The Contractor will give OPG reasonable Notice of the date, time and location for all inspections, tests or approvals carried out under this section 9.3 so that OPG and OPG's Designated Delegates can attend. If Notice is not given, OPG may require the inspection, test or approval to be redone. If any such approval is to be issued in the name of OPG or that will affect the operation of the Project following the Final Completion Date, the Contractor will submit the draft approval to OPG's Representative or OPG's Designated Delegates for acceptance, before the Contractor obtains this approval. The Contractor will only obtain

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any such approval following receipt of the written acceptance of OPG's Representative or OPG's Designated Delegates of the draft approval. In addition to any other inspection, test or approval set out in this Agreement, OPG may require, at its cost (but for clarity without payment of any amount to the Contractor), any other inspection, test or approval of any part of the Work or the Goods, in whole or in part, either on or off the Site, upon Notice to the Contractor.

9.4 Uncovering Project

(a) **Covered Without OPG's Consent**. If, without the prior written consent of OPG, the Contractor covers any part of the Project (or the construction work of any Person) that is required under this Agreement or Applicable Laws or Approval to be inspected, tested or approved, the Contractor will, at its cost, uncover and recover such part of the Project or construction work. If, however, the Contractor has given OPG timely Notice of the Contractor's intention to cover such part of the Project or the construction work and OPG has not acted within five Business Days in response to such Notice, OPG will pay all the Contractor's reasonable costs for uncovering and recovering the part of the Project requested by OPG to be uncovered, incurred by the Contractor in connection with such uncovering and recovering (such reasonable costs for uncovering and recovering will not be taken into account for purposes of calculating incentives and disincentives pursuant to section 8).

(b) **Covered Contrary to OPG's Request**. If the Contractor covers any part of the Project (or the construction work of any Person) contrary to the request of OPG, the Contractor will, at its cost, if requested by OPG, uncover and recover such part of the Project or construction work.

(c) **OPG's Request to Uncover**. If, for any reason not set out in sections 9.4(a) or 9.4(b), OPG wishes to have part of the Project uncovered to be inspected, tested or approved by any Person designated by OPG, the Contractor will, at OPG's request, uncover the requested part of the Project for inspection, testing, approval and providing all necessary Work. If it is determined that any part of the Project uncovered under this section 9.4(c) is Defective, the Contractor will:

(1) pay all costs for uncovering and recovering the part of the Project requested by OPG to be uncovered;

(2) pay all of OPG's reasonable costs of inspection, testing and approval; and

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(3) correct or replace the Defective part of the Project in accordance with this Section 9.

If, however, it is determined that none of the Project uncovered under this section 9.4(c) is Defective, OPG will pay all the Contractor's reasonable costs for uncovering and recovering the part of the Project requested by OPG to be uncovered, incurred by the Contractor in connection with such uncovering and recovering (such reasonable costs for uncovering and recovering will not be taken into account for purposes of calculating incentives and disincentives pursuant to Section 8).

9.5 Notice of Defective Project

OPG will, within a reasonable period of time after having actual knowledge of a Defective part of the Work or Goods, deliver Notice to the Contractor of the Defective part, but OPG's failure to do so will not impose any liability on OPG and the Contractor will be estopped from making any claim against OPG for failure to do so. In addition, OPG's failure to do so will not:

(a) have the effect of transferring any obligation under this Agreement from the Contractor to OPG or otherwise have the effect of amending this Agreement; or

(b) affect or change in any way the Contractor's,

(1) obligation to entirely finish the Work and provide the Goods in accordance with this Agreement, or

(2) responsibility for repairing, replacing or re-providing any Defective part of the Work or Goods.

9.6 OPG May Stop Work

OPG may at any time and from time to time, by delivering a Notice to the Contractor, direct the Contractor to stop the provision of Work or delivery of the Goods, in whole or in part, including, if:

(a) the Work is, or the Goods are, Defective, in whole or in part;

(b) the Contractor fails to supply sufficient competent and skilled workers, in whole or in part;

(c) the Contractor fails to supply suitable Goods, in whole or in part;

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(d) the Contractor fails to provide the Work, in whole or in part, in a manner that ensures that the entirely finished Project will conform to this Agreement; or

(e) the Contractor has breached any term of this Agreement, including due to any act or omission of a Subcontractor that breaches a term of this Agreement.

The Contractor may only resume the stopped Work to which OPG's direction applies once the Contractor has remedied the issue that was the cause for OPG to deliver such Notice. The Contractor will not be entitled to any cost adjustment for any stopped Work or delivery of Goods.

9.7 Correction or Removal of Defective Part of Project – Before Warranty Period

(a) **Work Required**. Before the Warranty Period for a Unit commences, OPG may accept or reject any Defective parts of the Work or the Goods, whether or not such part has been incorporated into the Project, on delivery of Notice to this effect to the Contractor. The Contractor will promptly correct all Defective parts of the Work and the Goods either upon discovery or upon rejection by OPG under this section 9.7. If reasonably requested by OPG, the Contractor will remove any and all Defective parts of the Project from the Site, whether or not such parts have been incorporated into the Project, and replace such parts with parts that are not Defective and that comply with this Agreement.

(b) **Cost to Correct or Remove**. The Contractor will pay all costs respecting the correction of a Defective part of the Work or the Goods ("**Correction Costs**"), including:

(1) all incidental costs of the corrective services, including, as may be required for disassembly, removal, re-installation, re-erection, re-assembly, transportation, insurance and any applicable Taxes; and

(2) all costs and charges respecting correction or replacement of any Defective part of the Work or the Goods, including any part of the Work or Goods that was rendered Defective because of the Defective part of the Work or Goods, including in respect of any damage or loss arising in respect of such correction or replacement or in respect of any inspections conducted to determine whether any such correction or replacement was required.

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9.8 Correction or Removal of Defective Part of Project – Warranty Period

(a) **Warranty Period.** In this Agreement, "**Warranty Period**" means:

(1) with respect to all Work relating to a Unit, the period: (A) commencing on the Unit Mechanical Completion Date, and (B) ending on the earlier of: (i) the date that is three months after the actual end date of the first planned outage where inspections take place for such Unit, and (ii) the date that is 48 months from the earlier of: (x) the Unit In-Service Date for such Unit; and (y) and the Outside Unit In-Service Date for such Unit; and

(2) with respect to all Goods, the warranty period specified in the warranty from the Subcontractor providing such Goods (the "**Subcontractor Goods Warranty**"), provided that if such warranty period is less than the warranty period set out in section 9.8(a)(1), the Contractor will first have used commercially reasonable efforts to obtain the same warranty period from such Subcontractor as set out in section 9.8(a)(1).

(b) **Obligation to Correct**. If at any time and from time to time before the expiration of the relevant Warranty Period the Work or the Goods, in whole or in part, including any part of the Work or Goods that was rendered Defective because of the Defective part of the Work or Goods, becomes or is determined to be Defective or fails because of any defect, the Contractor will promptly, without cost to OPG and in accordance with OPG's instructions and at times and within the period of time reasonably specified by OPG:

(1) satisfactorily correct such Defective part of the Work and Goods, or, to the extent reasonably requested by OPG, remove such Defective part of the Work or Goods from the Site and replace such Defective part with parts which are not Defective and which comply with this Agreement;

(2) satisfactorily correct or replace any other damage arising in respect of the actions taken in respect of section 9.8(b)(1) or in respect of any inspections conducted to determine whether any actions were required in respect of section 9.8(b)(1); and

(3) the Contractor will pay all Correction Costs as described in section 9.7. In providing any corrective services under this section 9.8(b),

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the Contractor will comply with all applicable terms of this Agreement and will endeavour to minimise interference with, and impact on, OPG's operations.

(c) **Failure to Comply**. If the Contractor fails to comply with its obligations under section 9.8(b) as expeditiously as is commercially reasonable and within the time period reasonably specified by OPG, or if there is an emergency that poses a significant risk of loss or damage to the Project or any Person, OPG may take, directly or indirectly, any of the actions contemplated under section 9.8(b) or such other actions as are reasonable in the circumstances, without affecting any other rights or remedies OPG may have against the Contractor under this Agreement. The Contractor will pay all Correction Costs as described in section 9.7 respecting all such actions. In respect of any action taken by OPG, directly or indirectly, under this section 9.8(c), OPG may without terminating this Agreement:

(1) eject and exclude from the Site the Contractor, any Subcontractor and any of the Contractor's Personnel;

(2) suspend the Contractor's provision of Work under this Agreement to the extent of such actions;

(3) take possession of the Site, work in progress, Goods, Contractor's construction equipment, tools, fuel and temporary structures and facilities, including for offices, lunchrooms, canteens, sanitation, showers, change rooms, accommodations, shops, warehouses and garbage disposal, at the Site (and at no additional charge for the retention and use thereof);

(4) assume any and all subcontracts with Subcontractors;

(5) avail itself of any performance bond, letter of credit, guarantee or other security provided by the Contractor or a Subcontractor with respect to the applicable Work or Goods;

(6) incorporate or use in the Project all Goods stored at the Site or for which OPG has paid the Contractor but which are stored elsewhere; and/or

(7) withhold, without interest, all payments to the Contractor under any agreement between OPG and the Contractor until the Contractor's liability to OPG is determined.

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The Contractor will allow all members of the OPG Group and Other OPG Contractors access to the Site to enable OPG to exercise its rights under this section 9.8(c). The Progress Schedules will not be changed for any reason relating to any actions taken by OPG, directly or indirectly, under this section 9.8(c).

(d) **Extension of Correction Period**. Where any correction or replacement of any Defective part of the Work or Goods, including any part of the Work or Goods that ceases to be used in commercial operations because of the Defective part of the Work or Goods, including in respect of any damage or loss arising in respect of such correction or replacement, is carried out under this section 9.8, then the Warranty Period will:

(1) with respect to the Work:

(A) recommence at the beginning of the Warranty Period under section 9.8(a) respecting the part of the Work or Goods that was corrected or replaced, commencing on the date that such corrected or replaced part re-enters commercial operation (the "**Re-Entry Date**") and ending on the earlier of: (i) the date that is three months after the actual end date of the first planned outage where inspections take place for such Unit, and (ii) the date that is 48 months from the Re-Entry Date; and

(B) respecting the part of the Work or Goods that ceases to be used in commercial operations because of the Defective part of the Work or Goods, be suspended as at the date that such Work or Goods were taken out of commercial operation and will recommence on the date that such Work or Goods re-enter commercial operation; and

(2) with respect to Goods, recommence as set out in the applicable Subcontractor Goods Warranty (as defined in section 9.8(a)(2)).

In no event, however, will the Warranty Period with respect to: (A) a part of the Work relating to a Unit be extended for more than 8 years from the earlier of: (i) the Unit In-Service Date for such Unit; and (ii) the Outside Unit In-Service Date for such Unit; or (B) the Goods be extended for more than the warranty period set out in the applicable Subcontractor Goods Warranty.

9.9 Acceptance of Defective Part of Project

If any part of the Work or the Goods becomes or is determined to be Defective or fails because of any defect before the expiration of the relevant Warranty Period (as that period may be extended under section 9.8(d)), OPG may deliver a Notice to the Contractor directing the Contractor not to correct or replace the Defective part of the Work or the Goods in whole or in part. To the extent OPG accepts any such Defective part of the Work or the Goods before OPG makes the final payment under section 7.11, the Parties will reduce the Contract Price under an Amendment made in accordance with Section 5 to reflect an equitable reduction in the Contract Price for the Defective part of the Work or the Goods. To the extent OPG accepts any such Defective part of the Work or Goods after OPG makes the final payment under section 7.11, the Contractor will pay OPG an agreed amount that reflects an equitable reduction in the Contract Price for the Defective part of the Work or Goods.

9.10 Sole Remedy

If at any time and from time to time following Unit Mechanical Completion for a Unit, any part of the Work or Goods for such Unit are found to be Defective, the sole liability of the Contractor and the exclusive remedy of OPG with respect solely to the repair or replacement of such Defective part, will be limited to the warranty remedies set out in this section 9, provided that nothing in this section 9 will serve to limit the Contractor's liabilities or OPG's remedies otherwise provided for under this Agreement. THE EXPRESS WARRANTIES AND CONDITIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND IMPLIED WARRANTIES OF CUSTOM OR USAGE) SHALL APPLY.

SECTION 10 DEFAULT

10.1 Events of Default

Each of the following events and circumstances constitutes an event of default by the Contractor under this Agreement:

(a) the Contractor or the Guarantor has been dissolved or has had a resolution passed for its winding-up or liquidation, other than in respect of an amalgamation, merger or consolidation;

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(b) the Contractor or the Guarantor has made a general assignment, arrangement, composition or proposal with, or for the benefit of, its creditors;

(c) the Contractor or the Guarantor ceases to be, or admits that it is no longer, able to satisfy its obligations as they become due;

(d) the Contractor or the Guarantor has instituted, or has had instituted against it, a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or similar Applicable Laws affecting creditor's rights, or a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:

(1) is instituted by or consented to by the Contractor or the Guarantor;

(2) results in a judgement of insolvency or bankruptcy, the entry of an order for relief or the making of an order for its winding-up or liquidation and any such judgement or order has not been stayed pending an appeal; or

(3) if instituted against the Contractor or the Guarantor, is not stayed pending an appeal and dismissed, discharged, stayed or restrained, in each case within 30 days of the institution or presentation thereof;

(e) the Contractor or the Guarantor has filed a petition, answer or consent seeking reorganisation, readjustment, arrangement, composition or similar relief under any Applicable Law;

(f) the Contractor or the Guarantor has consented or becomes subject to the appointment of a receiver, liquidator or trustee or assignee in bankruptcy in respect of all or a substantial part of its assets and in the case that any such process, if instituted against the Contractor, has been instituted or presented against the Contractor, any such process has not been stayed pending an appeal and dismissed, discharged, stayed or restrained within 30 days thereafter;

(g) the Contractor or the Guarantor had a secured party take possession of all or a substantial part of its assets;

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(h) the Contractor or the Guarantor has a distress, execution, attachment, or sequestration enforced or sued on or against all or a substantial part of its assets;

(i) the Contractor breaches any of its obligations (including any representations, warranties, guaranties and indemnities) under this Agreement, or under any document delivered under this Agreement, and fails to remedy the breach to the satisfaction of OPG within 7 Business Days following receipt of Notice from OPG specifying the breach, or if the breach cannot be cured within such 7 Business Day period, after such longer period of time as is reasonably required to cure the breach (but no longer than 60 days in any circumstances), so long as the Contractor diligently and constantly endeavours to cure the breach during such extended period;

(j) the Contractor, the Guarantor or any Subcontractor, any of their shareholders, directors, officers, partners, members, representatives, agents or any of the Contractor's Personnel gives or offers to give (directly or indirectly) to any Person, a bribe, gift, gratuity, commission or other thing of note, as an inducement or reward;

(1) for doing or forbearing to do any action in relation to this Agreement; or

(2) for showing favour or disfavour to any Person in relation to this Agreement;

(k) the Contractor assigns or attempts to assign this Agreement, in whole or in part, except in a manner expressly permitted in section 13.1;

(l) a change of ultimate ownership of the Contractor occurs and a new guarantee is not provided in accordance with section 4.1(b);

(m) the Contractor fails to deliver a Recovery Plan in accordance with section 8.6 or fails to promptly and continuously implement such Recovery Plan;

(n) the Interim Project LC, the Project LC or the Warranty LC ceases to be in full force and effect during the period specified in section 4.1(a), or if the issuing bank indicates that it will not, or will be unable to, meet any draw by OPG on such letter of credit; or

(o) the Guarantee ceases to be in full force and effect for any reason, or if the Guarantor challenges the validity of the Guarantee or otherwise indicates

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that it will not, or will be unable to, honour the Guarantee if and when demand is made thereunder.

For purposes of this section 10.1, "Contractor" shall be deemed to be SLN-AECON TG, a Joint Venture, SNC-Lavalin Nuclear Inc. or AECON Construction Group Inc. and the "Guarantor" shall be deemed to be SNC-Lavalin Group Inc., AECON Group Inc. or any replacement guarantors of SNC-Lavalin Group Inc. or AECON Group Inc. as the case may be. Notwithstanding the foregoing, it shall not be an event of default of the Contractor if an event identified in one or more of sections 10.1(a), (b), (c), (d), (e), (f), (g) or (h) apply to only one of SNC-Lavalin Nuclear Inc. or AECON Construction Group Inc., with respect to the Contractor, or to only one of SNC-Lavalin Group Inc., AECON Group Inc. or any replacement guarantors of SNC-Lavalin Group Inc. or AECON Group Inc. as the case may be, with respect to the Guarantor, unless the Contractor fails to deliver to the satisfaction of OPG, in its sole discretion, within seven Business Days following the occurrence of such event or after such longer period of time as is reasonably required (but not longer than 60 calendar days in any circumstances) a written plan, together with supporting documentation, demonstrating how the Contractor will still be able to perform the Work in accordance with this Agreement.

10.2 Notice

OPG may terminate this Agreement immediately and without any cost to OPG by delivering a Notice to the Contractor on the occurrence of any event of default set out in section 10.1.

10.3 OPG's Recourse

If OPG is entitled to terminate this Agreement under section 10.2, OPG may, in addition to its rights under section 10.2 and without terminating this Agreement:

(a) eject and exclude from the Site the Contractor, any Subcontractor and any of the Contractor's Personnel;

(b) entirely finish the Work, in whole or in part, by whatever means OPG deems appropriate under the circumstances (and the Contractor, at no additional charge to OPG, will promptly, and in any event within three Business Days, provide OPG with all such records and work in progress that are not located on the Site and that are requested by OPG in a Notice);

(c) take possession of all or part of the Site, any work in progress, Goods, ESES Goods, the Contractor's Property, including the Contractor's construction

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equipment, tools, fuel and temporary structures and facilities, including for offices, lunchrooms, canteens, sanitation, showers, change rooms, accommodations, shops, warehouses and garbage disposal, at the Site (and at no additional charge for the retention and use thereof);

(d) exercise any of OPG's rights under section 4.1 and give a Notice to any Subcontractor with a contract with the Contractor respecting the Project that such contract has been assigned and transferred to OPG under section 4.1;

(e) enforce any indemnity, letter of credit, performance bond, guarantee or other security provided by the Contractor, a Subcontractor or any other Person with respect to the applicable Work or Goods (although, if the terms of any such document permit earlier enforcement under any such document, OPG may enforce such rights in accordance with the terms of such other document);

(f) incorporate or use in the Project any or all Goods stored at the Site or for which OPG has paid the Contractor but which are stored elsewhere; and/or

(g) withhold, without interest, all payments, in whole or in part, to the Contractor under any agreement between OPG and the Contractor until the Contractor's liability (including any liability of the Contractor under Section 8) to OPG is determined.

10.4 Deemed Termination

If at any time after OPG terminates this Agreement under section 10.2 or exercises its rights under section 10.3, it is determined for any reason that an event of default had not occurred or the default was otherwise excusable, the rights and obligations of the Parties will be the same as if the termination of this Agreement by OPG had occurred under section 12.2.

10.5 Contractor's Liability

If OPG terminates this Agreement under section 10.2 or exercises its rights under section 10.3, the Contractor will be liable to OPG for:

(a) all costs in excess of the Contract Price incurred by OPG to finish entirely the Work and the Goods (including costs of additional engineering, management and administration);

(b) all costs of correcting Defective parts, if any, in the Work or Goods, calculated in accordance with section 9.8(c); and

(c) all other Losses suffered or incurred by OPG in respect of any event of default arsing in respect of section 10.1.

10.6 OPG's Liability

Notwithstanding any term in this Agreement, the Contractor may not make any claim against OPG for breach of this Agreement by OPG unless the Contractor, within 60 Business Days of the breach, gives Notice to OPG in the form attached as Schedule 10.6 describing the breach and the anticipated claim for the breach. The Contractor will be estopped from making any claim against OPG unless it provides this Notice in the time period required by this section 10.6. Notwithstanding any term in this Agreement, OPG's maximum liability for any claim for breach of this Agreement by OPG (other than for: (i) failure to pay any part of the Contract Price otherwise due to the Contractor; and (ii) OPG's indemnity obligations under section 2.16(g) and section 4.7), will not exceed: (a) for claims arising in relation to the Definition Phase Work, an amount equal to 100% of the sum of: (i) the Definition Phase Target Cost; and (i) the Definition Phase Fixed Fee; and (b) for claims arising in relation to the Execution Phase Work on a Unit-by-Unit basis, an amount equal to 100% of the sum of: (i) the portion of the Execution Phase Target Cost that is associated with such Unit (which amount will be identified in the Execution Phase Plan developed in accordance with section 2.7(d) and Schedule 2.7(d)); and (ii) the portion of the Execution Phase Fixed Fee that is associated with such Unit (which amount will be identified in the Execution Phase Plan developed in accordance with section 2.7(d) and Schedule 2.7(d)).

10.7 Limitation of Liability

Except with respect to those matters set out in section 10.8, the liability of the Contractor for all claims of OPG against the Contractor arising under or in connection with this Agreement will not exceed:

(a) for claims arising in relation to the Definition Phase Work, an amount equal to the sum of: (A) 100% of the sum of: (i) the Definition Phase Target Cost; and (ii) the Definition Phase Fixed Fee; and (B) the amount of insurance recovered in connection with the Definition Phase Work under the insurance policies required to be procured and maintained by OPG pursuant to section 4.3;

(b) for claims arising in relation to the Execution Phase Work and the Dynamic Commissioning Work on a Unit-by-Unit basis, an amount equal to the sum

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of: (A) 100% of the sum of: (i) the portion of the Execution Phase Target Cost that is associated with such Unit (which amount will be identified in the Execution Phase Plan developed in accordance with section 2.7(d) and Schedule 2.7(d)); and (ii) the portion of the Execution Phase Fixed Fee that is associated with such Unit (which amount will be identified in the Execution Phase Plan developed in accordance with section 2.7(d) and Schedule 2.7(d)); and (B) the amount of insurance recovered in connection with the Execution Phase Work and the Dynamic Commissioning Work under the insurance policies required to be procured and maintained by OPG pursuant to section 4.3; and

(c) in any event, the aggregate of (a) and (b) above shall not exceed 100% of the Contract Price.

10.8 Exceptions

The limitations of liability set out in section 10.7 will not apply, however, to:

(a) the Contractor's obligations under sections 2.4(j), 2.5(h), 2.16(e), 2.17(e), and 7.5; and

(b) Losses suffered or incurred by a member of the OPG Group or any claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person, to the extent arising in respect of,

(1) the deliberate or wilful breach of this Agreement by the Contractor; or

(2) liability for contribution or indemnity for injury or damage to third parties arising in respect of the Contractor's negligence.

10.9 Consequential Damages

Notwithstanding any other term in this Agreement, in no circumstances whatsoever will a Party be liable to another Party for: (a) liabilities, damages, losses, costs or expenses which are consequential or indirect; (b) loss of profit; (c) economic loss, interest or any other similar damages or loss (including loss of use, loss of production, loss of business, loss of business opportunity and the cost of replacement power); or (d) special damages suffered or incurred by such other Party arising out of or in connection with this Agreement. For clarity, the foregoing waiver will not apply to any disincentive amounts. For clarity, the term "special damages" is not intended to refer to damages that are ascertainable only at the time of trial.

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SECTION 11 ARBITRATION

11.1 Procedure for Resolution of Disputes

(a) The Parties will work cooperatively to resolve any dispute, disagreement, controversy, question or claim, including any claim for indemnification, relating to the Goods or Work or otherwise to this Agreement (in each case, a "**Dispute**"). If either Party wishes to resolve a Dispute, the Party will first refer such Dispute to the Project Representative of such Party, who will communicate the subject matter of such Dispute to the Project Representative of the other Party. If a Dispute is not referred to a Project Representative within two years of the date the other Party is aware of the Dispute, then the limitation period with respect to such Dispute will expire. The Project Representatives will attempt to resolve such Dispute. If the Project Representatives are unable to resolve such Dispute within 10 Business Days, either Project Representative may refer such Dispute to their Senior Management Representatives who will communicate the subject matter of such Dispute to the Steering Committee to attempt to resolve such Dispute. At such meeting, the Steering Committee will attempt to resolve such Dispute. Any Dispute not resolved by the Steering Committee during the meeting at which such Dispute is presented to the Steering Committee, or within such fixed period of time thereafter as may be agreed upon by all members of the Steering Committee, may thereafter be referred to arbitration by either Party. The Senior Management Representatives will have discretion to delay the referral to the Steering Committee of Disputes about costs until the amount in dispute exceeds a threshold to be determined by the Senior Management Representatives from time to time. If a Steering Committee meeting does not occur within four months of the date of the Dispute being referred to it by the Senior Management Representative, the disputing Party may thereafter refer the Dispute to arbitration. Notwithstanding the foregoing, unresolved Disputes (other than in connection with a draw made by OPG on the Project letter of credit) arising during the commissioning phase on a particular Unit may not be referred to arbitration until such Unit is returned to service.

(b) If a Dispute is referred to arbitration:

(1) OPG may, at its option, elect that the Dispute be arbitrated together with and in the same arbitration proceedings as one or more other dispute(s) under any one or more agreement(s) with

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the Other OPG Contractors that are reasonably related in issues or values or in respect of which the Contractor's evidence is important in assisting to resolve the dispute(s) with the Other OPG Contractors, provided that the Contractor, acting reasonably, consents to such other dispute(s) being arbitrated together with the Dispute. However, in good faith, OPG will consider whether the Dispute can reasonably be settled separate and apart from the dispute(s) with the Other OPG Contractors in advance of the hearing of the other dispute(s) and whether the Contractor's involvement in the hearing of the other dispute(s) continues to be beneficial to OPG to resolve the other dispute(s), provided that nothing in this section 11.1(b)(1) will preclude an earlier or summary resolution of Contractor's Dispute; and

(2) in determining if OPG and the Contractor have performed their respective obligations under this Agreement relating to the subject matter of the Dispute, the Parties agree that the judge(s) or arbitrator(s) will be instructed to and will take into account that it is the intention of the Parties to this Agreement that the Parties are to perform their respective obligations under this Agreement with regard to the need for coordination and timely completion of the Work, the work by the Other OPG Contractors and the Refurbishment Program.

11.2 Arbitration

(a) **Arbitration**. Subject to section 11.1, section 2.7(d)(6) and section 2.17(e), all disputes, disagreements, controversies, questions or claims arising out of or relating to this Agreement, or in respect of any legal relationship associated with or arising from this Agreement, including with respect to this Agreement's formation, execution, validity, application, interpretation, performance, breach, termination or enforcement, will be finally determined by arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. (as amended from time to time, the "**Rules**"). Unless otherwise agreed in writing, there will be three arbitrators, appointed in accordance with Rule 14 of the Rules. The place of the arbitration will be Toronto, Ontario. The language of the arbitration will be English. The law of the arbitration will be the law of the Province of Ontario.

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(b) **Non-Application**. For clarity, neither a panel of arbitrators appointed in accordance with this section 11.2, nor any court, may: (i) restrict the right of OPG to suspend or terminate this Agreement in accordance with sections 12.1 or 12.2; or (ii) decide on the terms of the Execution Phase Plan pursuant to section 2.7(d)(6), or otherwise restrict the right of OPG to terminate this Agreement in accordance with section 12.2 if OPG and the Contractor are unable to agree on the Execution Phase Plan.

(c) **Confidentiality**. In addition to the provisions of Rule 33 of the Rules, the Parties will keep confidential, and not disclose to any other Person, the arbitration and all matters arising directly or indirectly from the subject matter of the arbitration (including all documents exchanged, the evidence and the award), except that a Party may disclose any such information to the extent required:

(1) to obtain assistance from Persons to conduct the arbitration;

(2) by Applicable Laws (including the *Freedom of Information and Protection of Privacy Act* (Ontario)) or securities exchange rules; or

(3) by a disclosure requirement with a shareholder, lender or potential lender (including any advisor to any such recipient Person), so long as such Person is informed of the confidential nature of such information and such Person agrees to be bound, subject to Applicable Laws, by such confidentiality obligation.

(d) **Final and Binding**. All interim awards, partial final awards and final awards of the arbitrators will be final and binding upon the Parties regarding all matters submitted to arbitration, with no rights of appeal, even on questions of law.

(e) **Enforcement**. Either Party may have recognized and enforced any interim awards, partial final awards and awards rendered by the arbitrators in any court having jurisdiction.

(f) **Costs of Arbitration**. Subject to Rule 46 of the Rules, if the arbitrators do not specify the costs and expenses of the arbitration, each Party will bear its own costs and will share the costs of all three arbitrators equally.

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SECTION 12 SUSPENSION OF SERVICES AND TERMINATION

12.1 Suspension of Work

Without limiting the rights of OPG and the Contractor under section 2.7(d)(6), OPG may at any time from time to time, for any reason without affecting the validity of this Agreement, suspend the providing of the Work or Goods in whole or in part for such period of time as OPG may notify the Contractor. Except to the extent any such suspension arises in respect of any default by the Contractor or any negligent or willful act or omission of the Contractor or a Subcontractor, OPG will pay the Contractor the reasonable extra direct damages suffered by the Contractor arising from the suspension (including the Contractor's actual costs for work arising directly from such suspension and, if the period of such suspension exceeds one week, the profit and overhead component of the percentage(s) applicable to the relevant cost categories set out in Attachment 7.1(6) – Definition Phase Fixed Fee to Schedule 7.1 or Attachment 7.1(9) – Execution Phase Fixed Fee to Schedule 7.1, as the case may be, of the Contractor's actual costs for such work). For clarity, such actual costs may not include any costs identified in the Cost Allocation Table as Disallowed Costs. In addition, OPG will relieve the Contractor from performance of any Contractor's obligations under this Agreement that cannot reasonably be performed during the suspension period. The Definition Phase Target Cost or Execution Phase Target Cost, as applicable, will not be adjusted as a result of a suspension, but the Contractor's actual costs for work arising directly from such suspension will not be considered Reimbursable Costs for purposes of calculating the cost incentives and disincentives in section 8. Except for such direct damages, notwithstanding any term in this Agreement, in no circumstances whatsoever will OPG be liable to the Contractor for consequential liabilities, damages, losses, costs or expenses, loss of profit, economic loss, interest or any other damages or loss suffered or incurred by the Contractor in any such suspension. Severance costs respecting the termination of any of the Contractor's Personnel do not constitute direct damages. Before OPG pays the Contractor for such extra direct damages, the Contractor will provide to OPG such reasonable evidence of such damages as OPG may request. In addition, before making any payment, OPG may conduct an audit of such damages and the Contractor will provide OPG with all information reasonably requested by OPG in respect of such audit. Immediately following a Notice of resumption delivered by OPG to the Contractor, the Contractor will resume performance of the Work and provision of Goods in accordance with this Agreement, subject to a reasonable ramp-up period agreed by OPG and the Contractor having regard to the nature, length and schedule impact of the suspension. For clarity, neither the period of the suspension, nor such ramp-up period, will be included in calculating schedule incentives and disincentives under section 8.

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12.2 Termination

Notwithstanding any term in this Agreement, OPG may from time to time, without cause and without affecting the validity of this Agreement, immediately terminate any unprovided Work or Goods, in whole or in part, by delivering a Notice to this effect to the Contractor. Except to the extent any such termination arises in respect of any event of default by the Contractor, OPG will pay the Contractor:

(a) the amounts set out in this Agreement for all parts of the Work performed in accordance with the terms of this Agreement, and for which OPG has not made any payment;

(b) the amount of the Contractor's costs incurred in providing the work in progress, not including the Work and Goods referred to in section 12.2(a) plus an equitable portion of the Fixed Fee that would otherwise have been paid to Contractor on the next-following milestone payment date; and

(c) the reasonable extra direct damages suffered by the Contractor arising from the termination (such as the reasonable out-of-pocket costs of demobilisation).

Except for such amounts and direct damages referred to in sections 12.2(a), 12.2(b) and 12.2(c), notwithstanding any term in this Agreement, in no circumstances whatsoever will OPG be liable to the Contractor for consequential liabilities, damages, losses, costs or expenses, loss of profit, economic loss, interest or any other damages or loss suffered or incurred by the Contractor in any such termination. Before OPG pays the Contractor for such amounts or extra direct damages referred to in sections 12.2(a), 12.2(b) and 12.2(c), the Contractor will provide to OPG such reasonable evidence of such amounts and damages as OPG may request. In addition, before making any payment, OPG may conduct an audit of such amounts and damages and the Contractor will provide OPG with all information reasonably requested by OPG in respect of such audit. On payment for such amounts and damages, title to all the remainder of the Work (including documents, designs, drawings, specifications, plans, reports, information and other deliverables and data) and Goods that had not to date vested in OPG, will vest automatically in OPG.

SECTION 13 GENERAL

13.1 Assignment and Benefit

The Contractor may not assign this Agreement, in whole or in part, without the prior written consent of OPG, which consent OPG may withhold in its sole discretion. This

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Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns. OPG may assign this Agreement in whole or in part to an Affiliate (an "**OPG Assignee**"), provided that the Affiliate has an investment grade credit rating or its financial obligations are guaranteed by an entity with an investment grade credit rating or by OPG on substantially similar terms to the parental indemnity provided by the Contractor hereunder. On the agreement of the OPG Assignee to assume the obligations of OPG under this Agreement, OPG will, subject to its obligations under any guarantee provided, if any, without the necessity of any other documentation, be released from all of its obligations under this Agreement. OPG may also collaterally assign this Agreement to an entity or entities providing financing for the Project and for such purposes, subject to the Parties' consent acting reasonably, the Parties hereto agree to enter into an assignment, assumption and consent agreement with such financing entity or entities.

13.2 Amendments

Any officer(s) of OPG of equal or higher authority to the signatory(ies) of this Agreement or such officer's/officers' delegate(s) are the only individual(s) authorised to execute any Amendment to this Agreement on behalf of OPG. Aside from those individuals, no other Person has any authority to make any agreement, undertaking, representation, warranty, guarantee, release or waiver on behalf of OPG in respect of this Agreement. Except as expressly provided in this Agreement, no amendment (including an Amendment), restatement or termination of this Agreement in whole or in part is binding unless it is in writing and signed by each Party. Accordingly, this Agreement will not be amended by any Application for Payment, invoice or other document (even where such Application for Payment, invoice or other document purports, directly or indirectly, to be paramount to any term of this Agreement), unless such Application for Payment, invoice or other document is signed by both Parties.

13.3 Notice

Except as otherwise provided in this Agreement, every Notice required or permitted under this Agreement must be in writing and may be delivered in person, by courier or by fax (if a fax number is provided in this section 13.3) to the applicable Party, as follows:

if to OPG,

Ontario Power Generation Inc.
Darlington Energy Centre
1855 Energy Drive
Courtice, ON

L1E 0E7

Attn: Project Director, Turbine Generator Refurbishment Project
Darlington Nuclear Refurbishment Program

With a copy to:

Ontario Power Generation Inc.
Darlington Energy Centre
1855 Energy Drive
Courtice, ON
L1E 0E7

Attn: VP Supply Services OPG Projects
Business and Administrative Services

if to the Contractor (constituting notice to both SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc.):

SNC-Lavalin Nuclear Inc.
2275 Upper Middle Road east
Oakville, Ontario L6H 0C3

Attn: Project Director, Turbine Generator Refurbishment
Darlington Nuclear Refurbishment Program
Fax: (905) 829-8809

With a copy to (which copy shall not constitute notice and without limiting section 2.3(c)):

Aecon Industrial, a division of Aecon Construction Group Inc.
150 Sheldon Drive
Cambridge, Ontario N1R 7K9

Attn: President
Fax: (519) 624-0363

or to any other address, fax number (if a fax number is provided in this section 13.3) or individual that a Party designates by Notice. Any Notice under this Agreement, if delivered personally or by courier will be deemed to have been given when actually

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received, if delivered by fax (if a fax number is provided in this section 13.3) before 3:00 p.m. on a Business Day will be deemed to have been delivered on that Business Day and if delivered by fax after 3:00 p.m. on a Business Day or on a day which is not a Business Day will be deemed to be delivered on the next Business Day.

13.4 Currency

Unless otherwise specified, all amounts to be paid or calculated under this Agreement are to be paid or calculated in Canadian dollars.

13.5 Set Off

OPG may set off any amount owing to OPG from the Contractor or the Guarantor under any agreement between OPG and SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc. for the Refurbishment Program from any amount otherwise owing by OPG to the Contractor or the Guarantor.

13.6 Waivers

No waiver of any term of this Agreement is binding unless it is in writing and signed by all the Parties entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.

13.7 Joint and Several Liability

SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc., together with their respective successors and permitted assigns, will be jointly and severally liable for all of the obligations of the Contractor under this Agreement.

13.8 Cumulative Remedies

A Party's rights and remedies under this Agreement and, in the case of OPG under any security held by OPG for the Contractor's performance under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

13.9 Survival of Obligations

All representations, warranties, guarantees and indemnities made in, required by or given under this Agreement, as well as all continuing obligations under this Agreement, will survive final payment made under section 7.11, Final Completion and acceptance of the Project and termination or expiry of this Agreement, as the case may be.

13.10 Relationship of Parties

Nothing in this Agreement will be construed as constituting either Party as the agent, partner, joint venturer or other representative of the other Party. The relationship between the Parties is that of a purchaser and an independent contractor. The Contractor's Personnel are solely the employees of the Contractor and Subcontractors (and not OPG's) for all purposes under this Agreement, including for all purposes under any Applicable Laws. Accordingly, none of the Contractor's Personnel or Subcontractors is entitled to any benefits respecting any pension or other benefit plan, program or policy of OPG. The Contractor will pay all Taxes respecting each of the Contractor's Personnel and each of the Subcontractors. OPG will have no responsibility for any such Taxes.

13.11 No Third Party Beneficiary

This Agreement is solely for the benefit of the Parties and, to the extent expressly and specifically made, beneficiaries of this Agreement. In particular, OPG holds the rights of all third party beneficiaries hereunder in trust for the benefit of such third party beneficiaries. Otherwise, no term of this Agreement will be deemed to confer upon other third parties any claim, remedy, reimbursement or other right. The Contractor represents and warrants to OPG that the Contractor is entering into this Agreement solely on its own behalf and not as agent for any other Person.

13.12 Acknowledgement as to Negotiation of this Agreement

Each Party acknowledges that all Parties have participated in the drafting of this Agreement. Accordingly, no term of this Agreement will be interpreted less favourably to any Party because that Party or its counsel was primarily responsible for the drafting of that term.

13.13 Counterparts

This Agreement and any Amendment, restatement or termination of this Agreement in whole or in part may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument. Any counterpart signature transmitted by

sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

13.14 Name of Joint Venture

SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc. agree that the name of the contractual joint venture formed to perform this Agreement, **"**SLN-AECON TG, a Joint Venture", shall not be changed without the prior written consent of OPG, acting reasonably.

13.15 Joint Venture Account

SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc. represent and warrant to OPG that the Contractor has established and will maintain at all times the joint venture bank account, wire instructions for which are set out in Exhibit 6.1 (the "**Joint Venture Account**"). SNC-Lavalin Nuclear Inc. and AECON Construction Group Inc. hereby irrevocably and unconditionally authorize and direct OPG, directly or indirectly, to pay all amounts payable to the Contractor hereunder into the Joint Venture Account and such payment shall be in satisfaction of OPG's payment obligations in respect of such payment to the Contractor hereunder. This shall be OPG's good and sufficient authority to do so.

13.16 Public Statements and Press Releases

Other than as required pursuant to Applicable Laws, both Parties agree that they will not, at any time, publish any press release or other statement regarding the Project, unless the consenting Party has reviewed such press release or statement and given the requesting Party prior written permission to publish it.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Parties have duly executed this Agreement.

ONTARIO POWER GENERATION INC.

By: _____
Name: Stephun Cliver
Title: Chief Supply Officer

AECON CONSTRUCTION GROUP INC.

By: _____
Name: Paul Murray
Title: Executive Vice President, Aecon Energy

By: _____
Name: Ian Turnbull
Title: President, Aecon Industrial, a division of Aecon Construction Group Inc.

SNC-LAVALIN NUCLEAR INC.

By: _____
Name: Robert Stewart
Title: Senior Vice-President and General Manager

Schedule 1.1(A) - Amendment Form

AMENDMENT AGREEMENT NUMBER [1]

This Agreement is made as of [•], between

ONTARIO POWER GENERATION INC., a corporation existing under the laws of Ontario ("**OPG**"),

and

AECON CONSTRUCTION GROUP INC., a corporation existing under the laws of Canada, and **SNC-LAVALIN NUCLEAR INC.,** a corporation existing under the laws of Canada, acting jointly and severally (collectively, the "**Contractor**") doing business as a contractual joint venture known as the "SLN-AECON Joint Venture".

Recitals

A. OPG and the Contractor entered into an engineering, procurement and construction agreement dated as of January 22, 2014 (the "**Original Agreement**"). Under the Original Agreement, the Contractor is obliged to provide services and goods in respect of the Turbine Generator Refurbishment Project at the Darlington Nuclear Generating Station in Clarington, Ontario on the terms and conditions set out in the Original Agreement.

B. OPG and the Contractor have agreed to amend the Original Agreement to [•].

For value received, the Parties agree as follows.

1. Interpretation

Any defined term used in this Agreement that is not defined in this Agreement has the meaning given to that term in the Original Agreement. In this Agreement, the following terms have the respective meanings set out below.

(a) **[Insert any definitions required in this Agreement.]**

2. Change to Section [•] (Title of Section)

Section [•] of the Original Agreement is deleted in its entirety and replaced with the following. OR Section [•] of the Original Agreement is deleted in its entirety. OR The following section is added as a new section [•] to the Original Agreement.

3. Change to Section [•] (Title of Section)

Section [•] of the Original Agreement is deleted in its entirety and replaced with the following. OR Section [•] of the Original Agreement is deleted in its entirety. OR The following section is added as a new section [•] to the Original Agreement.

4. Original Agreement Remains in Full Force

Except for changes to the Original Agreement set out in this Agreement and any previous Amendment, the Original Agreement remains in full force, unamended.

The Parties have duly executed this Agreement.

ONTARIO POWER GENERATION INC.

By: _____
Name:
Title:

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By: _____
Name:
Title:

Schedule 1.1(B) - Payment Related Documents

Certificate - Application for Payment

TO: Ontario Power Generation ("OPG")

RE: Engineering, Procurement and Construction Agreement (the "Agreement") between OPG and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. (collectively, the "Contractor"), dated as of January 22, 2014 for the Turbine Generator Refurbishment Project

I, **[name]**, am the **[title]** of the Contractor and am authorised to deliver this Certificate on behalf of the Contractor. I hereby certify, for and on behalf of the Contractor, that:

1. the coverages that the Contractor is obliged to maintain under section 4.2 of the Agreement remain in full force;

2. the Contractor has paid all amounts payable under the *Workplace Safety and Insurance Act, 1997* (Ontario);

3. the Contractor remains in compliance with all its other obligations under the *Workplace Safety and Insurance Act, 1997* (Ontario);

4. the Contractor has provided OPG with the Workplace Safety and Insurance Board registration number for each member of the Contractor's Personnel providing Work at the Site for the period covered by the certificate; and

5. (a) there are no known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely manner in the form of Notice required by the Agreement and which are listed in the Appendix to this Certificate, including an estimate of the value of each such claim; or

   (b) there are outstanding claims which have not been communicated to OPG in the form of Notice required by this Agreement and each of these claims is described in the attached form of Notice required by this Agreement and is delivered to OPG in a timely manner, and there are no other known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely manner in the form of Notice required by this Agreement and which are listed in the Appendix to this Certificate, including an estimate of the value of each such claim.

Defined terms used in this Certificate that are not defined in this Certificate have the meanings given to those terms in the Agreement.

DATED: [●], 20[●].

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

Statutory Declaration - Application for Payment

C A N A D A	)	IN THE MATTER OF THE ENGINEERING,
	)	PROCUREMENT AND CONSTRUCTION
	)	AGREEMENT BETWEEN ONTARIO POWER
	)	GENERATION INC. AND AECON
PROVINCE OF ONTARIO	)	CONSTRUCTION GROUP INC. and SNC-
	)	LAVALIN NUCLEAR INC. DATED AS OF
	)	JANUARY 22, 2014 FOR THE TURBINE
	)	GENERATOR REFURBISHMENT PROJECT
	)	(the "**Agreement**")

I, **[●]**, of the **[City]** of **[●]**, Ontario, do solemnly declare that:

1. I am the **[title]** of **[AECON CONSTRUCTION GROUP INC./SNC-LAVALIN NUCLEAR INC.]** and as such have personal knowledge of the facts set out in this solemn Declaration.

2. Defined terms used in this solemn Declaration but not defined in this solemn Declaration have the meanings given to those terms in the Agreement.

3. All

   (a) payments due to Subcontractors;

   (b) wages and benefit payments due to any of the Contractor's Personnel; and

   (c) contributions, premiums, allowances and remittances due to any Governmental Authority, pension fund, benefit plan or union fund in accordance with a collective agreement or Applicable Laws,

   have been paid on or before the date of the Application for Payment to which this solemn Declaration relates, subject to any withholdings or holdbacks required by Applicable Laws.

4. Title to the applicable part of the Project will pass to OPG in accordance with section 7.5 of the Agreement no later than the date of OPG's payment to which this solemn Declaration relates.

5. (a) there are no known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely manner in the form of Notice required by the Agreement and which are

listed in the Appendix to this solemn Declaration, including an estimate of the value of each such claim; or

(b) there are outstanding claims which have not been communicated to OPG in the form of Notice required by this Agreement and each of these claims is described in the attached form of Notice required by this Agreement and is delivered to OPG in a timely manner, and there are no other known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely manner in the form of Notice required by this Agreement and which are listed in the Appendix to this solemn Declaration, including an estimate of the value of each such claim.

I make this solemn Declaration conscientiously believing it to be true and knowing it is of the same force as if made under oath.

DECLARED before me at the **[City]** of **[●]**, Ontario on **[●]**, 20**[●]**)
)
)
)

_____ _____

Name:
A Commissioner, etc.

Schedule 1.1(C) - OPG's Delegation Notice

DELEGATION OF AUTHORITY

To: AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc.

SNC-Lavalin Nuclear Inc.
2275 Upper Middle Road east
Oakville, Ontario L6H 0C3

Attn: Project Director, Turbine Generator Refurbishment
Darlington Nuclear Refurbishment Program

Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**")

Contract No.: [●]

OPG's Delegation Notice No. [●]

Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 3.2 of the Agreement, OPG hereby delegates authority to the Persons named below for the subject matters and subject to the limitations set out in this Notice. These delegations will continue in full force until revoked by OPG in another delegation of authority Notice.

Title	Delegate	Effective Date	Scope of Authority
[●]	[●]	[●]	[●]

ONTARIO POWER GENERATION INC.

By: _____
Name:
Title:

Schedule 1.1(D) - Project Change Directive Form

PROJECT CHANGE DIRECTIVE

To: AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc.

SNC-Lavalin Nuclear Inc.
2275 Upper Middle Road east
Oakville, Ontario L6H 0C3

Attn: Project Director, Turbine Generator Refurbishment
Darlington Nuclear Refurbishment Program

Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**")

Contract No.: **[●]**

Project Change Directive No. **[●]**

Date: **[●]**

Defined terms used in this Notice have the same meanings given to those terms in the Agreement.

Change to Work

In accordance with section 5.2 of the Agreement, OPG hereby directs the Contractor to make the following changes in the Work:

A. [Expected] Change to [Definition Phase Target Cost/Execution Phase Target Cost; Fixed Price Work/Firm Price Work]

OPG expects that the changes to the Work set out in this Notice will have the following effect on the **[Definition Phase Target Cost/Execution Phase Target Cost; Fixed Price Work/Firm Price Work]**:

> **[Definition Phase Target Cost/Execution Phase Target Cost; Fixed Price Work/Firm Price Work]**, as set out in the Agreement as of the date of the Agreement $_____
>
> **[Definition Phase Target Cost/Execution Phase Target Cost; Fixed Price Work/Firm Price Work]**, as set out in the Agreement as of the date of the Agreement, as adjusted by all changes in the **[Definition Phase Target**

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Cost/Execution Phase Target Cost; Fixed Price Work/Firm Price Work] made under all Amendments $_____

Total expected change to the **[Definition Phase Target Cost/Execution Phase Target Cost; Fixed Price Work/Firm Price Work]** under this Notice $_____

B. Change to [Definition Phase Fixed Fee/Execution Phase Fixed Fee] [if applicable]

As a result of the change to the **[Definition Phase Fixed Fee/Execution Phase Fixed Fee]** set out above, the **[Definition Phase Fixed Fee/Execution Phase Fixed Fee]** will be adjusted as follows pursuant to section 5.6 of the Agreement:

[ADD FORMULA AS PER AGREEMENT]

C. [Expected] Change to Contract Schedule

OPG expects that the changes to the Work set out in this Notice will have the following effect on the Contract Schedule:

[TO BE ADDED]

No amendment (including an Amendment), restatement or termination of the Agreement in whole or in part is binding unless it is in writing and signed by each Party to the Agreement.

ONTARIO POWER GENERATION INC.

By: _____
Name:
Title:

Schedule 1.1(E) was not included in OPG's filing

Schedule 1.13 - Cooperation Agreement Principles

Nuclear Refurbishment

Turbine Generator Project

Tri-partite Cooperation Key Principles

Ontario Power Generation Inc. has awarded two separate contracts to Alstom Power and Transport Canada Inc. for equipment supply / engineering solutions and to SNC-Lavalin Nuclear Inc. / Aecon Construction Group Inc. joint venture for engineering, construction and owner-specified material / limited procurement. The purpose of this document is to establish a set of key principles by which a tri-partite cooperation agreement can be developed.

Success Criteria

- All parties shall strive to achieve a common goal to ensure the project is executed safely, with quality in accordance with their respective contracts and within the allotted budget and schedule.
- The parties will acknowledge that the success of the project depends upon the success of each of the parties.

Integration

- All parties will develop and work to an integrated schedule for the project.

Transparency

- All parties shall act in good faith and disclose information that the receiving party requests and reasonably needs to perform their work under their respective contracts, subject to and in accordance with the respective parties' confidentiality agreements.

Effective Communication

- All parties shall agree to a communication protocol for timely and effective exchange of information.

Issue Resolution

- All parties must adhere to the pre-established resolution protocol contained in their respective contracts, or as may be otherwise agreed to by the parties

- The parties will endeavour to work to resolve issues in a timely manner, and communicate the unresolved issues through the proper channels.

Contract Terms and Conditions

The rights, remedies and obligations of all parties will remain within their respective contracts.

Schedule 2.1(h) was not included in OPG's filing

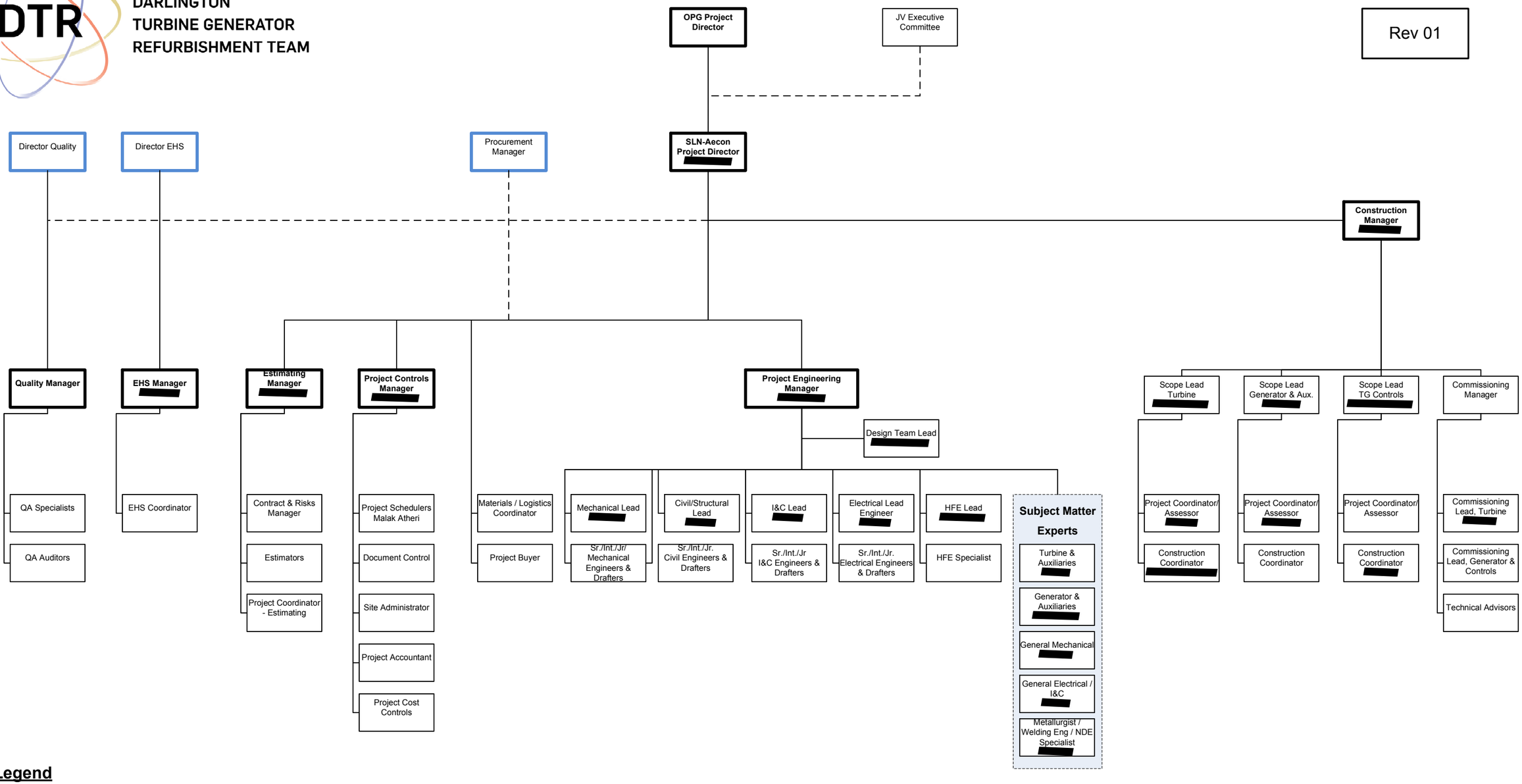
Schedule 2.2(a) - Organisational Chart

See attached

Definition Phase
Project Organization

DTR
DARLINGTON
TURBINE GENERATOR
REFURBISHMENT TEAM

Rev 01



Legend

Key Position

Home Office (Part Time)

Schedule 2.2(c) - Scopes of Authority for Contractor's Delegates

DELEGATION OF AUTHORITY

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Delegation No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 2.2(c) of the Agreement, the Contractor hereby delegates authority to the individuals named below for the subject matters and subject to the limitations set out in this Notice. These delegations will continue in full force until revoked by the Contractor in another delegation of authority Notice.

Title:	Delegate	Effective Date	Scope of Authority
[●]	[●]	[●]	[●]

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

Schedule 2.4(b) was not included in OPG's filing

Schedule 2.4(d) - Suggested Site Specific Safety Plan Contents

1.0 Scope of Work
2.0 Contractor's Health and safety Policy
3.0 Regulatory Framework
    3.1 General
    3.2 Permits
4.0 Roles and Responsibilities
    4.1 Project Manager
    4.2 Supervisor
    4.3 Worker
    4.4 Site Safety Manager
    4.5 Corporate Safety
5.0 Hazard Evaluation
    5.1 Hazard Identification
    5.2 Risk Assessment
    5.3 Control Measures
6.0 Site-Specific Procedures
    6.1 General Site Rules
    6.2 Hazard/Job Specific
7.0 Communication
    7.1 Project Meetings
    7.2 Safety Meetings – Supervisor and Crew Meetings
    7.3 Pre-Job Briefings
    7.4 Project Signage
    7.5 Reports
8.0 Training
    8.1 Training Requirements
8.1.1 Induction Training
8.1.2 Certificates and Qualifications
    8.2 Training Delivery
    8.3 Records
9.0 Monitoring
    9.1 By Contractor
9.1.1 Equipment Inspections
9.1.2 Site Inspections
    9.2 By OPG
    9.3 By Worker Rep/JHSC
    9.4 By Regulatory Agency
    9.5 Correction of Deficiencies

10.0 Emergency Response
- 10.1 Reporting and Notification
- 10.2 First Aid Requirements
- 10.3 Medical Emergency Response
- 10.4 Fire Emergency Response
- 10.5 Confined Space Rescue
- 10.6 Arrested Fall Rescue

11.0 Accident/Incident Investigation
12.0 Subcontractor Requirements

Schedule 2.4(j)(5) – Contractor Safety Incident Notification Requirements

Table 1: Contractor Safety Incident Notification Requirements where OPG is the Owner/Constructor/Employer

The following Safety Incidents will be reported by all Contractors to OPG within timeframes specified	
SAFETY INCIDENTS	**REPORTING TIMEFRAME**
1. FATALITY	Immediate
2. CRITICAL INJURY	Immediate
3. CONSTRUCTION OCCURRENCE	Within 1 Business Day
4. LOST-TIME INJURY	Within 1 Business Day
5. MOL Orders / Tickets	Within 1 Business Day
6. MOL Charges	Immediate
7. Work Refusal	Within 1 Business Day
8. AUTHORITY TO STOP WORK EVENTS	Immediate

**These reporting requirements and timeframes do not replace the Contractor obligations for OHSA reporting and associated timeframes*

Schedule 2.4(j)(8) - Job Safety Analysis Form

ONTARIO POWER GENERATION

Records File Information:
FILE WITH WORK PACKAGE/
DISCARD AFTER USE

Internal Use Only
N-FORM-10353-R016*

Job Safety Analysis

Document Title:			Revision Number:	
Job Task:			JSA No.:	
Start Date:	Job Location:		Prepared/Revised by:	Date:
WO No.: (PASSPORT)	Unit No.:	Equipment:	Reviewed by: (route JSA to Safety Dept as required)	Date:
	SCI No.:			
Workgroup Performing Task:		Ref. Doc: (Work Plan No., etc.)	Approved by:	Date:

Sequence of Basic Job Steps Break the job down into manageable steps	**Potential Hazards** For each step, identify the hazard	**Control/Barriers** Select barriers to eliminate/control/minimize the hazard

*Associated with N-PROC-MA-0002, Work Planning

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Job Safety Analysis

Job Task:	
Assess Specific Conditions and Considerations:	
Some examples, but not limited to the following: • Job plan • Job steps • Work methods • Work location • Process and procedure compliance • Methods of reducing risk • Reference documents, i.e. CSPMs, SRP • Special hazards • Safe work methods • Training requirements • Environment conditions • Housekeeping • Critical steps • Work alone	

Change	**Emergency Plan**
Analyze, anticipate, and document situations where "CHANGE" may occur. First Line Manager to monitor and document any new changes, and initial this box.	Analyze, anticipate emergency responses, establish backout methods, or rescue plan, provide treatment, and obtain appropriate assistance.

Schedule 2.5(d) – Environmental Notice and Consent

ENVIRONMENTAL NOTICE AND CONSENT

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Environmental Notice No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. Under section 2.5(d) of the Agreement, the Contractor hereby requests the written consent of OPG to:

(a) discharge, release, emit or deposit; or

(b) disturb vegetation or wildlife on the Sites through discharging, releasing, emitting or depositing,

the substance, material, solid, liquid or gas described on Appendix A to this environmental notice in the manner described on Appendix A to this environmental notice.

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

Consented to by OPG on [•], 20[•] on the terms set out in Appendix A.

ONTARIO POWER GENERATION INC.

By: _____
Name:
Title:

Appendix A

[The Contractor will fill out this Appendix A with details of the request as required in Schedule 2.5(d).]

Schedule 2.5(e) – Environmental Notice and Consent

ENVIRONMENTAL NOTICE AND CONSENT

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [•] Environmental Notice No. [•] Date: [•]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. Under section 2.5(e) of the Agreement, the Contractor hereby gives OPG notice of:

(a)	the changes to its environmental management and protection program and plan described in Appendix A to this environmental notice;	☐
(b)	the discharge, spill, release, emission, deposit or leak of fuels, oils, hydraulic fluid, herbicides; or any substance, material, solid, liquid, gas, odor, heat, sound, vibration or radiation exposure which is prohibited, limited or regulated by any Applicable	☐

	Law, or the Site Specific Environmental Management Plan;	
(c)	the order, directive, notice or other communication attached as Appendix A to this environmental notice from the Governmental Authority set out in the order, directive, notice or other communication.	☐

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

Appendix A

[The Contractor will fill out this Appendix A as required in Schedule 2.5(e).]

Schedule 2.7(a)(1) - Contract Schedule

Definition Phase Milestones

The purpose of the Definition Phase is to complete all the required Work and produce the required Submittals in support of the Execution Phase and to establish the Execution Phase Target Cost in accordance with the Specifications and Schedule 2.7(d).

Definition Phase Milestones

Milestone	*Definition/Completion Criteria*	*Milestone Date*
Baseline Schedule	Contractor shall submit a level 3 resource loaded Definition Phase schedule to identify the number of person-hours required for each activity in the schedule. The schedule must consider OPG review periods as applicable, contains activity codes per OPG provided WBS structure and complete critical path analysis based on activities logic ties. The baseline schedule will be used to measure Contractor's performance in accordance with milestones and agreed upon earning rules. Milestone is declared complete upon OPG acceptance of the schedule.	60 days after the date of this Agreement for draft and final 30 days later
Cooperation Agreement	Contractor shall enter into and accept tri-partite Cooperation Agreement with OPG and the ESES contractor. The Agreement will be developed in accordance with and based on key principles previously agreed upon by all involved parties. Milestone is declared complete upon Contractor's sign off.	90 days after the date of this Agreement

Milestone	*Definition/Completion Criteria*	*Milestone Date*
Engineering Change Control / Engineered Tooling Documentation	The Contractor is to build an integrated Progress Schedule in alignment with the ESES Deliverables Schedule and the COIR and to commence and complete all required engineering activities (note: this is to include all ESES Vendor engineered equipment / solutions). This also includes all relevant design packages and engineered tooling documentation required for the Execution Phase. The milestone is declared complete upon OPG acceptance of all design packages, completion assurance requirements, AFS strategy, and related documentation / information to be ready for issuance of notice-to-proceed with field installation pre-requisites (see Modification Installation Work Plans).	May 15, 2015

Milestone	*Definition/Completion Criteria*	*Milestone Date*
Project Management Plan – Definition Phase	The Contractor is to develop and deliver to OPG a detailed project management plan ("PMP") for the Definition Phase of the Project. This document will outline the Contractor's management plans, including the following areas: • Safety/ Environment • Engineering • Quality • Resources/staffing • Tooling and materials • Fabrication • Waste • Project control • Project Integration • Communication • Risk Register • Space allocation Milestone is declared complete upon OPG acceptance of the Definition Phase PMP.	February 28, 2014
Initial Work Assessment(s)	The Contractor is to identify all long lead materials, support tasks and any pre/post-requisites associated with the Execution Phase Work. Milestone is declared complete upon entering the information in the required OPG work management system.	September 30, 2014

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EB-2016-0152
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Milestone	*Definition/Completion Criteria*	*Milestone Date*
Project Management Plan - Execution Phase	The Contractor is to develop and deliver to OPG a detailed PMP for the Execution Phase of the Project. This document will outline the Contractor's management plans including the following areas: • Safety/ Environment • Engineering • Quality • Resources/staffing • Tooling and materials • Fabrication • Waste • Project control • Project Integration • Communication • Space allocation Milestone is declared complete upon OPG acceptance of the Execution Phase PMP.	October 31, 2014
Execution Phase Risk Register	The Execution Phase Risk Register is complete in accordance with Schedule 2.7(d) and has been agreed to and accepted by OPG.	November 30, 2014
Maintenance Procedures	The Contractor is to develop and deliver to OPG maintenance procedures with usage classifications and related quality assurance documents for the maintenance-based Execution Phase Work in alignment with ESES Vendor and OPG supplied reference materials. Milestone is declared complete upon OPG acceptance of all maintenance procedures.	July 15, 2015

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Milestone	*Definition/Completion Criteria*	*Milestone Date*
Modification Installation Work Plans	Upon completion of detailed engineering for each modification work package, the Contractor is to develop and deliver to OPG installation work plans and related quality assurance documents. Milestone is declared complete upon OPG acceptance of all modification installation work plans.	July 15, 2015
Commissioning Requirements	Contractor shall develop a set of commissioning requirements for static and dynamic (related to their scope) commissioning for all modification work packages and present it to OPG Design Authority or delegate for review / acceptance (note: all commissioning work to be completed in accordance with OPG Available-for-Service (AFS) requirements as defined in the AFS Strategy prepared in the Definition Phase). Upon OPG acceptance of the commissioning requirements, Contractor is to develop static commissioning workplan(s) for all planned modifications. Milestone is declared complete upon OPG acceptance of static commissioning work plans.	July 15, 2015

Milestone	*Definition/Completion Criteria*	*Milestone Date*
Execution Phase Target Cost & Schedule	The Contractor is to develop and deliver to OPG, in accordance with Schedule 2.7(d), an initial Execution Phase Cost Estimate (ACEE Class 4) followed by an interim Execution Phase Cost Estimate (ACEE Class 3) and Execution Phase Cost Estimate (ACEE Class 2 / RQE). All Execution Phase Cost Estimates are to be submitted to and accepted by OPG. Milestones are declared complete upon OPG acceptance of the respective Execution Phase Cost Estimates / Progress Schedules. The Contractor is to submit Execution Phase Progress Schedules for each of the corresponding Execution Phase Cost Estimates for acceptance by OPG. The Execution Phase Cost Estimate ACEE Class 2 (RQE) and Level 5 Execution Phase Progress Schedule will be used as the basis for an agreed upon Execution Phase Target Cost and Execution Phase Progress Schedule in accordance with Schedule 2.7(d).	Class 4 Cost Estimate / Level 3 Schedule: May 31, 2014 Class 3 Cost Estimate / Level 4 Schedule: September 30, 2014 Class 2 (RQE) Cost Estimate / Level 5 Schedule: March 31, 2015

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Execution Phase Milestones

The following dates are planning dates for the 1st Unit to be refurbished only (Unit 2). Planning dates will be provided and confirmed for subsequent Units (Unit 1, 3, and 4.

Execution Phase Milestones

Milestone	*Definition/Completion Criteria*	*First Unit Milestone Date*
Long Lead Material Ordered	The Contractor will procure long lead material (not supplied by the ESES Vendor), including all ESES Vendor specified material and any other long lead material required for field installation / execution. Milestone is declared complete upon a purchase order being issued by the Contractor for long lead material in accordance with the Agreement.	Purchase order to be issued to meet Material Delivery / Staging milestone and requirements
Material Delivery / Staging	All required materials have been delivered / staged at the Contractor's warehouse / staging area or other area(s) as agreed to by OPG. The Contractor will complete all receipt inspection activities (ESES Vendor supplied materials and any self procured materials). Milestone is declared complete once all material has been delivered, received, and staged at the Contractor's warehouse / staging area and submission of inspection records.	July 15, 2016
Field Crew Mobilization	The Contractor will conduct a mark up meeting and submit a hire-on plan to OPG for review and acceptance. Milestone is declared complete upon OPG acceptance of the hire-on plan.	3 months prior to the Unit Breaker Open Date (July 15, 2016*)

Milestone	*Definition/Completion Criteria*	*First Unit Milestone Date*
OPG Site Specific Training	The Contractor will complete all security clearance requirements and roster and complete all OPG site-specific training required for field execution. Milestone is declared complete upon successful completion of OPG site-specific training requirements.	January 31, 2017*
Tooling Fabrication	The Contractor will complete fabrication, procurement, quality inspection and pre-requisites for all tooling required for field installation / execution. Milestone is declared complete upon OPG acceptance.	July 15, 2016
Final Work Assessment	Contractor will submit all required field execution requests (e.g. PC1, etc), input additional work order/tasks, ensure all regulatory approvals have been obtained, and all tasks / documents for OPG's work management are complete. Milestone is declared complete upon OPG acceptance	September 15, 2015
Start of Turbine Generator Work Window	The Unit shutdown, permitry and isolation is in place (sources of energy have been isolated and de-energized for the work area) and the Unit work area has been released to the Contractor for field work to begin. Start of the Contractor installation activities / window and includes Static Commissioning.	January 13, 2017*

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Milestone	*Definition/Completion Criteria*	*First Unit Milestone Date*
Commissioning Workplan(s)	Contractor will develop all necessary commissioning workplan(s) required for the Execution Phase scope and work. Dynamic commissioning work plans will be developed during the Execution Phase in accordance with previously accepted commissioning requirements during the Definition Phase and the System AFS strategy. Milestone is declared complete upon OPG acceptance of the commissioning workplan(s).	TBD
Mechanical Completion (Removal/Modification Installation/Maintenance/ Disassembly/Reassembly/Static Commissioning)	The Contractor will execute all field removal/ installation/ maintenance activities in accordance with integrated refurbishment schedule, work plans / procedures, and field installation / execution / testing / commissioning / etc. requirements. Milestone is declared complete upon completion of all field installation and static commissioning work, OPG acceptance of all applicable documentation, records, and declaration form(s) required for the work.	October 10, 2017* Note: Preliminary date based on up to ~6 - 9 month work window.

Milestone	*Definition/Completion Criteria*	*First Unit Milestone Date*
Modification AFS Declaration	Contractor will demonstrate that all activities and requirements pertaining to commissioning of the installed modifications have been completed in accordance with accepted commissioning plan. Disposition of any outstanding action(s) after the completion of the static commissioning will meet all interim milestone requirements and prescribed timelines. Milestone is declared complete upon OPG acceptance / approval of Modification AFS Declaration.	October 10, 2017*
System AFS Readiness / Dynamic Commissioning	Starts at preparation of steam to set and readiness for turning gear. Ends at steady state full power and includes all on power and transient testing of turbine generator equipment and auxiliaries. Preliminary window for completion of Dynamic Commissioning Work is 12 weeks. Contractor will provide support during Dynamic Commissioning in accordance with Specifications and provide/manage the required resources with the right level of skill set. Contractor will rectify all deficiencies (if any) during Dynamic Commissioning in accordance with terms and conditions in the Agreement. Milestone is declared complete upon successful completion of Dynamic Commissioning and acceptance by OPG.	Two months after notification by OPG

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EB-2016-0152
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Milestone	*Definition/Completion Criteria*	*First Unit Milestone Date*
Unit Closeout	Contractor will submit all required documentation related to their scope of work for Unit start up. Milestone declared complete upon OPG acceptance of documentation. All Unit Available-for-Service (AFS) documentation is complete. Vender demobilization and equipment removal/clean-up is complete. As-builts and updates to all Unit documentation is complete.	April/May, 2020*

*Note: These are preliminary and may be revised.

Schedule 2.7(a)(2) - Progress Schedule

See attached

1

Darlington TG Definition Phase - Unit 2

19-Aug-13

Activity ID / Activity Name	Original Duration	Start	Finish	Total Float
Darlington TG Definition Phase - Unit 2	415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.01 Project Management- Definition Phase	415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.01 General Project & Payment Milestones	415	30-Jan-14	02-Sep-15	0
ESES Milestones	298	30-Jan-14	23-Mar-15	117
TG.TG.02.73260.1.01 Definition Phase Project Management Plan Deliverables	292	30-Jan-14	13-Mar-15	123
Project Management Plans	44	30-Jan-14	02-Apr-14	276
Quality Assurance Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	273
TG.TG.02.73260.1.06.01 Maintenance Procedures	87	12-Nov-14	13-Mar-15	123
ESES Received Component Maintenance Procedures	50	12-Nov-14	21-Jan-15	173
Layup Turbine Equipment Maintenance Procedures	50	31-Dec-14	11-Mar-15	123
Tooling Calibration Maintenance Procedures	50	02-Jan-15	13-Mar-15	123
Health and Safety Plans	60	30-Jan-14	23-Apr-14	355
Project Controls Plans	5	04-Feb-14	10-Feb-14	111
TG.TG.02.73260.1.01 Execution Phase Project Management Plan Deliverables	188	11-Feb-14	31-Oct-14	219
Health and Safety Plans	60	13-Mar-14	04-Jun-14	325
Project Controls Plans	15	11-Feb-14	03-Mar-14	392
TG.TG.02.73260.1.01 Project Services	302	03-Feb-14	31-Mar-15	111
Develop Execution Phase Risk Register	192	05-Mar-14	28-Nov-14	197
Execution Phase Target cost and Schedule Submission 1	81	07-Feb-14	30-May-14	328
Execution Phase Target cost and Schedule Submission 2	101	12-May-14	30-Sep-14	111
Execution Phase Target cost and Schedule Submission 3	130	01-Oct-14	31-Mar-15	111
TG.TG.02.73260.1.04 Org Staffing and Training - Definition Phase	60	30-Jan-14	23-Apr-14	355
Darlington Refurbishment-TG-U2-Definition Phase	410	30-Jan-14	26-Aug-15	5
General Activities	10	30-Jan-14	13-Feb-14	0
Common Deliverables for All MECs	71	06-Feb-14	23-May-14	315
Engineering Plan	37	06-Feb-14	02-Apr-14	291
HFEP Plan	39	26-Mar-14	23-May-14	315
TG-Unit # 2	410	30-Jan-14	26-Aug-15	5
Master EC-0101 Darlington Turbine Controls Upgrade	410	30-Jan-14	26-Aug-15	5
Preliminary Design	84	25-Feb-14	26-Jun-14	290
Design Plan	42	25-Feb-14	25-Apr-14	332
Design Verification	39	28-Mar-14	26-May-14	291
OPEX Report	39	28-Mar-14	26-May-14	313
Design Calculation (If Req)	39	30-Apr-14	25-Jun-14	291
HFEP Plan	39	30-Apr-14	25-Jun-14	291
Code Review & Design Report	39	30-Apr-14	25-Jun-14	291
Scoping COMS	5	22-Apr-14	28-Apr-14	331
MEC 89835 - Revision	84	25-Feb-14	26-Jun-14	290
Long Lead Items, Procurement	121	08-Aug-14	05-Feb-15	139
Detailed Design	410	30-Jan-14	26-Aug-15	0
Design Input Requirement	298	30-Jan-14	23-Mar-15	0
TMOD-Lay Up of Turbine Related System	130	11-Jun-14	09-Dec-14	137
TMOD- Interference Removal & Re-installation	130	11-Jun-14	09-Dec-14	135
PMOD-64160-Turbine Supervisory System Modification	238	11-Jun-14	28-May-15	59
PMOD-MOCPER Control Modification	240	08-Aug-14	04-Aug-15	15
PMOD-Turbine Controls Upgrade Modification in UCER & DCC Room	240	08-Aug-14	04-Aug-15	15
PMOD-Field Instrument Modification	240	07-Aug-14	04-Aug-15	15
PMOD EHC Panel Modification	240	08-Aug-14	04-Aug-15	15
PMOD-EHC Mechanical Panel Modification	240	08-Aug-14	04-Aug-15	15
PMOD-Civil Mods for Installation of New Cabinets & Instrument Panels	240	08-Aug-14	04-Aug-15	15
PMOD-MCR PL2/PL3 Modifications	200	24-Oct-14	26-Aug-15	0
PMOD Electrical Mod for Turbine Controls Upgrade	240	08-Aug-14	04-Aug-15	15
TMOD-Performance Testing	120	19-Feb-15	19-Aug-15	5
Software Design EC for All the New Software Maintenance Plans	120	19-Feb-15	19-Aug-15	5
TMOD-Lay Up of Installed System	160	03-Dec-14	07-Aug-15	12
Master EC-0102 Generator Excitation Controls Upgrade	369	25-Feb-14	26-Aug-15	5
Preliminary Design	84	25-Feb-14	26-Jun-14	290
Design Plan	59	25-Feb-14	22-May-14	315
Design Verification	39	28-Apr-14	23-Jun-14	293
Design Calculation (If Req)	39	28-Apr-14	23-Jun-14	293
HFEP Plan	39	28-Apr-14	23-Jun-14	293
Code Review & Design Report	39	28-Apr-14	23-Jun-14	293
OPEX Report	17	21-Apr-14	14-May-14	320
Scoping COMS	5	24-Apr-14	30-Apr-14	329
MEC 117409 - Revision	84	25-Feb-14	26-Jun-14	5
Detailed Design	285	27-Jun-14	26-Aug-15	0
Design Input Requirement	75	24-Nov-14	23-Mar-15	0
TMOD-Electrical Design Modifications to Assist Lay Up of Related Systems	130	27-Jun-14	06-Jan-15	97
TMOD-Electrical Design Modifications to Assist Dismantling Works	130	27-Jun-14	06-Jan-15	123
TMOD-Civil Design Modifications to Assist Dismantling Works	130	27-Jun-14	06-Jan-15	123
TMOD-Mechanical Design Modifications to Assist Dismantling Works	130	27-Jun-14	06-Jan-15	5
PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Power Cubicle	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Control Cubicle	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications to Assist New Excitation System Integration	240	22-Aug-14	19-Aug-15	5
PMOD-I&C Design Modifications to Assist New Excitation System Integration	240	22-Aug-14	19-Aug-15	5
PMOD-Mechanical Design Modifications to Assist New Excitation Sytem Integration	240	22-Aug-14	19-Aug-15	5
PMOD-Civil Design Modifications for the New Excitation System Integration	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration	120	26-Feb-15	26-Aug-15	0
PMOD-I&C Software Design Package	120	26-Feb-15	26-Aug-15	0
TMOD-Electrical Performance Testing Design Package	120	26-Feb-15	26-Aug-15	0
TMOD-Electrical Design Modification to Assist Lay Up of Installed Equipment	120	26-Feb-15	26-Aug-15	0
Master EC-0104 Darlington Generator & Auxiliaries Refurbishment	314	25-Feb-14	03-Jun-15	55
Preliminary Design	124	25-Feb-14	21-Aug-14	250
Design Plan	59	25-Feb-14	22-May-14	315
Design Verification	39	28-Apr-14	23-Jun-14	289
Design Calculation (If Req)	39	28-Apr-14	23-Jun-14	289
HFEP Plan	39	28-Apr-14	23-Jun-14	289
Code Review & Design Report	39	28-Apr-14	23-Jun-14	289
OPEX Report	39	02-May-14	27-Jun-14	289
Scoping COMS	5	09-Jun-14	13-Jun-14	299
MEC For Generator	124	25-Feb-14	21-Aug-14	55
Detailed Design	295	24-Mar-14	03-Jun-15	55
Design Input Requirement	100	24-Mar-14	14-Aug-14	0



SNC·LAVALIN Nuclear

AECON Joint Venture

OPG-Darlington Nuclear

Refurbishment of Turbine Generator

- Level II summary -

Project Baseline Bar
Critical Act
Milestone
Summary

Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

2

Darlington TG Definition Phase - Unit 2

19-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
	TMOD-I&C Interferences Removal & re-installation to Facilitate Generator Refurbishment	130	15-May-14	13-Nov-14	153
	TMOD-Electrical Interferences Removal & re-installation to Facilitate Generator Refurbishment	130	15-May-14	13-Nov-14	131
	TMOD-Mechanical Interferences Removal & re-installation to Facilitate Generator Refurbishment	130	15-May-14	13-Nov-14	153
	PMOD-Electrical Design Modifications to Assist Generator Refurbishment	240	13-Jun-14	03-Jun-15	55
	PMOD-Mechcanical Design Modifications to Assist Generator Refurbishment	240	13-Jun-14	03-Jun-15	55
	PMOD-Mechanical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Mechanical Design Modifications to Assist Replacement of The Stator Coolig Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Mechanical Design Modifications to Assist Replacement of The Seal Oil Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Mechanical Cycle Work Scope	240	13-Jun-14	03-Jun-15	55
	PMOD-Civil Design Modifications to Assist Replacement of The Hydrogen Cooling Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Civil Design Modifications to Assist Replacement of The Stator Coolig Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Civil Design Modifications to Assist Replacement of The Seal Oil Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Electrical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Electrical Design Modifications to Assist Replacement of The Stator Coolig Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-Electrical Design Modifications to Assist Replacement of The Seal Oil Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-I&C Design Modifications to Assist Replacement of The Hydrogen Cooling Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-I&C Design Modifications to Assist Replacement of The Stator Coolig Skid	240	13-Jun-14	03-Jun-15	55
	PMOD-I&C Design Modifications to Assist Replacement of The Seal Oil Skid	240	13-Jun-14	03-Jun-15	55
	Master EC-0105 Darlington Moisture Separators Reheaters Refurbishment	357	25-Feb-14	08-Jul-15	40
	Preliminary Design	84	25-Feb-14	26-Jun-14	290
	Design Plan	42	25-Feb-14	25-Apr-14	332
	Design Verification	39	25-Feb-14	22-Apr-14	335
	OPEX Report	39	25-Feb-14	22-Apr-14	335
	Design Calculation (If Req)	39	25-Feb-14	22-Apr-14	335
	HFEP Plan	39	25-Feb-14	22-Apr-14	335
	Code Review & Design Report	39	25-Feb-14	22-Apr-14	335
	Scoping COMS	5	22-Apr-14	28-Apr-14	331
	MEC for MSR	84	25-Feb-14	26-Jun-14	290
	Detailed Design	281	11-Jun-14	08-Jul-15	35
	Design Input Requirement	90	14-Nov-14	23-Mar-15	1
	TMOD- Interference Removal & Re-installation	200	11-Jun-14	01-Apr-15	65
	PMOD- Cyclic Work Scope	130	26-Nov-14	16-Jun-15	47
	PMOD-MSR Vessel Replacement	240	16-Jul-14	08-Jul-15	6
	DCP-0106 Facility MOD DCP for DLC Simulator	259	26-Mar-14	13-Apr-15	95
	56-FMOD-DCP for DLC Unit Simulator For TG Control Upgrade	124	26-Mar-14	19-Sep-14	230
	57-FMOD-Electrical Design Modifications for DLC Unit Simulator Excitation Control Upgrade	124	18-Aug-14	19-Feb-15	11
	FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade	124	06-Oct-14	13-Apr-15	11
	DCP-0107 Facility MOD DCP for PLC Simulator	278	23-Jun-14	11-Aug-15	11
	58-FMOD-DCP for PLC Unit Simulator for TG Control Upgrade	124	23-Jun-14	12-Dec-14	11
	59-FMOD-Electrical Design Modifications for PLC Unit Simulator Excitation Control Upgrade	124	12-Dec-14	25-Jun-15	11
	FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade	124	04-Feb-15	11-Aug-15	11
	TG.TG.02.73260.1.06 Procedures Work Plans and Work Orders Development - Definition phase	415	30-Jan-14	02-Sep-15	0
	TG.TG.02.73260.1.06.02 Unit 2 Initial Work Assessments	332	30-Jan-14	11-May-15	83
	TG.TG.02.73260.1.06 Assess MEC - 0101 Turbine Controls Upgrade	214	11-Jun-14	06-Apr-15	107
	TG.TG.02.73260.1.06 Assess MEC - 0102 Generator Excitation Controls Upgrade	188	24-Jul-14	13-Apr-15	102
	TG.TG.02.73260.1.06 Assess MEC - 0104 Generator and Aux Upgrades	174	30-Jan-14	30-Sep-14	241
	TG.TG.02.73260.1.06 Assess MEC - 0105 Moisture Separators Reheaters Refurbishment	142	09-Jul-14	22-Jan-15	159
	TG.TG.02.73260.1.06 Assess DCP -0106 Darlington Learning Center Simulator	90	09-Sep-14	13-Jan-15	162
	57-FMOD-Electrical Design Modifications for DLC Unit Simulator Excitation Control Upgrade	47	09-Sep-14	13-Nov-14	210
	FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade	47	28-Oct-14	13-Jan-15	81
	TG.TG.02.73260.1.06 Assess DCP -0107 Pickering Learning Center Simulator	76	16-Jan-15	11-May-15	48
	59-FMOD-Electrical Design Modifications for PLC Unit Simulator Excitation Control Upgrade	47	16-Jan-15	26-Mar-15	52
	FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade	47	27-Feb-15	11-May-15	48
	Turbine & Auxilliaaries Refurbishment-Initial Work Assessment	95	02-Apr-14	13-Aug-14	212
	Main Steam HP Valves	15	02-Apr-14	23-Apr-14	212
	Main Steam LP Valves	15	16-Apr-14	07-May-14	212
	Extraction Non-Return Valves	15	30-Apr-14	21-May-14	212
	HP Disassembly & Re-Assembly	15	14-May-14	04-Jun-14	212
	LP1 Disassembly & Re-Assembly	15	28-May-14	18-Jun-14	212
	LP2 Disassembly & Re-Assembly	15	11-Jun-14	02-Jul-14	212
	LP3 Disassembly & Re-Assembly	15	25-Jun-14	16-Jul-14	212
	Bearings	15	09-Jul-14	30-Jul-14	212
	Auxilliaries	15	23-Jul-14	13-Aug-14	212
	TG.TG.02.73260.1.06.01 Unit 2 Modification Installation Work Plans (FWP)	305	02-Jul-14	02-Sep-15	0
	TG.TG.02.73260.1.06 Write FWP MEC - 0101 Turbine Controls Upgrade	281	05-Aug-14	02-Sep-15	0
	TG.TG.02.73260.1.06 TMOD -I&C Lay Up for Turbine Related System-MIWP	95	05-Aug-14	16-Dec-14	154
	TG.TG.02.73260.1.06 MEC -0101 Turbine Controls Upgrade-MIWP	199	03-Nov-14	02-Sep-15	0
	TG.TG.02.73260.1.06 Write FWP MEC - 0102 Generator Excitation Controls Upgrade	269	21-Aug-14	02-Sep-15	0
	TG.TG.02.73260.1.06-TMOD-Electrical Design Modification to Assist Lay Up of Related Systems-MIWP	103	21-Aug-14	13-Jan-15	103
	TG.TG.02.73260.1.06 MEC - 0102 Generator Excitation Controls Upgrade-MIWP	206	19-Nov-14	02-Sep-15	0
	TG.TG.02.73260.1.06 Write FWP MEC - 0104 Generator and Aux Upgrades	245	02-Jul-14	10-Jun-15	60
	TG.TG.02.73260.1.06 TMOD-Electrical Interference Removal & Re-Installation	101	02-Jul-14	20-Nov-14	146
	TG.TG.02.73260.1.06 MEC - 0104 Generator and Aux Upgrades-MIWP	176	08-Oct-14	10-Jun-15	60
	TG.TG.02.73260.1.06 Assess MEC - 0105 Moisture Separators Reheaters Refurbishment	215	20-Aug-14	08-Jul-15	37
	TG.TG.02.73260.1.06 Write FWP DCP -0106 Darlington Learning Center Simulator	145	30-Sep-14	21-Apr-15	71
	TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for DLC Unit Simulator MIWP	107	30-Sep-14	26-Feb-15	109
	TG.TG.02.73260.1.06 FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade MIWP	31	09-Mar-15	21-Apr-15	47
	TG.TG.02.73260.1.06 Write FWP DCP -0107 Pickering Learning Center Simulator	104	26-Mar-15	13-Aug-15	11
	TG.TG.02.73260.1.06 FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade MIWP	31	07-Jul-15	19-Aug-15	11
	TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for PLC Unit Simulator MIWP	70	26-Mar-15	02-Jul-15	19
	Turbine & Auxilliaaries Refurbishment-Modification Installation Work	112	23-Apr-14	26-Sep-14	212
	Main Steam HP Valves	32	23-Apr-14	06-Jun-14	292
	Main Steam LP Valves	32	07-May-14	20-Jun-14	282
	Extraction Non-Return Valves	32	21-May-14	04-Jul-14	272
	HP Disassembly & Re-Assembly	32	04-Jun-14	18-Jul-14	262
	LP1 Disassembly & Re-Assembly	32	18-Jun-14	01-Aug-14	252
	LP2 Disassembly & Re-Assembly	32	02-Jul-14	15-Aug-14	242
	LP3 Disassembly & Re-Assembly	32	16-Jul-14	29-Aug-14	232
	Bearings	32	30-Jul-14	12-Sep-14	222
	Auxilliaries	32	13-Aug-14	26-Sep-14	212
	TG.TG.02.73260.1.06.01 Unit 2 Inspection Test Plan	415	30-Jan-14	02-Sep-15	0
	TG.TG.02.73260.1.06 Write ITPs for MEC - 0101 Turbine Controls Upgrade	186	16-Dec-14	02-Sep-15	0
	TG.TG.02.73260.1.06 TMOD -I&C Lay Up for Turbine Related System-ITPs	32	16-Dec-14	30-Jan-15	154
	TG.TG.02.73260.1.06 MEC - 0101 Turbine Controls Upgrade-ITPs	166	18-Dec-14	02-Sep-15	0
	TG.TG.02.73260.1.06 Write ITPs for MEC - 0102 Generator Excitation Controls-ITPs	415	30-Jan-14	02-Sep-15	0



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Refurbishment of Turbine Generator

- Level II summary -

Project Baseline Bar
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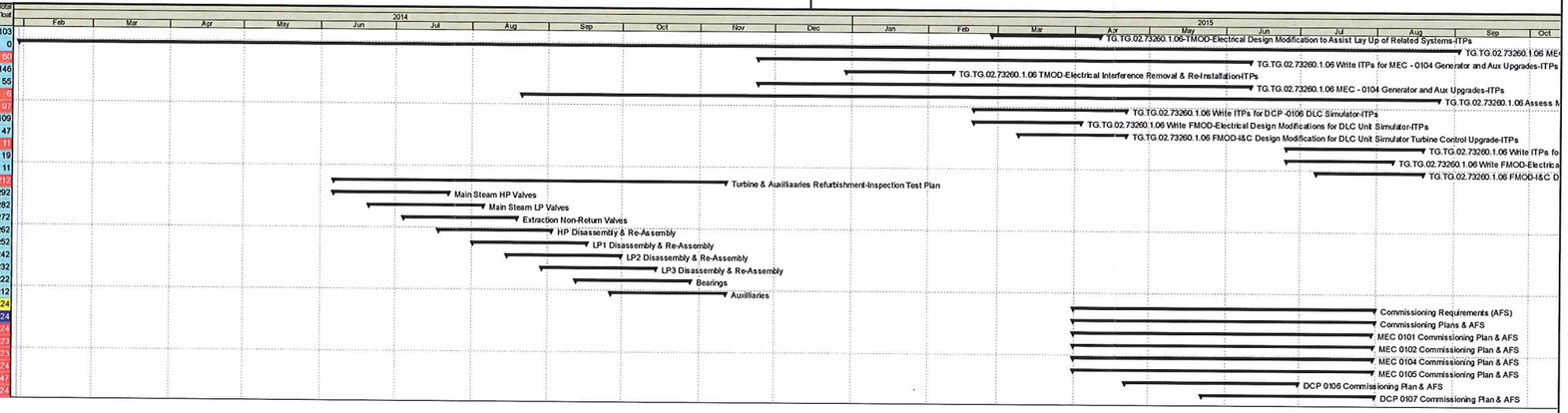
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

3

Darlington TG Definition Phase - Unit 2

19-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
	TG.TG.02.73260.1.06-TMOD-Electrical Design Modification to Assist Lay Up of Related Systems-ITPs	31	26-Feb-15	10-Apr-15	103
	TG.TG.02.73260.1.06 MEC - 0102 Generator Excitation Controls Upgrade-ITPs	391	30-Jan-14	02-Sep-15	0
	TG.TG.02.73260.1.06 Write ITPs for MEC - 0104 Generator and Aux Upgrades-ITPs	143	24-Nov-14	10-Jun-15	60
	TG.TG.02.73260.1.06 TMOD-Electrical Interference Removal & Re-Installation-ITPs	31	29-Dec-14	10-Feb-15	146
	TG.TG.02.73260.1.06 MEC - 0104 Generator and Aux Upgrades-ITPs	129	24-Nov-14	10-Jun-15	55
	TG.TG.02.73260.1.06 Assess MEC - 0105 Moisture Separators Reheaters Refurbishment	245	21-Aug-14	25-Aug-15	6
	TG.TG.02.73260.1.06 Write ITPs for DCP -0106 DLC Simulator-ITPs	43	19-Feb-15	21-Apr-15	97
	TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for DLC Unit Simulator-ITPs	31	19-Feb-15	03-Apr-15	109
	TG.TG.02.73260.1.06 FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade-ITPs	31	09-Mar-15	21-Apr-15	47
	TG.TG.02.73260.1.06 Write ITPs for DCP -0107 PLC Simulator-ITPs	30	25-Jun-15	19-Aug-15	11
	TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for PLC Unit Simulator ITPs	31	25-Jun-15	07-Aug-15	19
	TG.TG.02.73260.1.06 FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade ITPs	31	07-Jul-15	19-Aug-15	11
	Turbine & Auxilliaries Refurbishment-Inspection Test Plan	112	06-Jun-14	11-Nov-14	212
	Main Steam HP Valves	32	06-Jun-14	22-Jul-14	292
	Main Steam LP Valves	32	20-Jun-14	05-Aug-14	282
	Extraction Non-Return Valves	32	04-Jul-14	19-Aug-14	272
	HP Disassembly & Re-Assembly	32	18-Jul-14	02-Sep-14	262
	LP1 Disassembly & Re-Assembly	32	01-Aug-14	16-Sep-14	252
	LP2 Disassembly & Re-Assembly	32	15-Aug-14	30-Sep-14	242
	LP3 Disassembly & Re-Assembly	32	29-Aug-14	14-Oct-14	232
	Bearings	32	12-Sep-14	28-Oct-14	222
	Auxilliaries	32	26-Sep-14	11-Nov-14	212
	Commissioning Requirements (AFS)	88	31-Mar-15	31-Jul-15	24
	Commissioning Plans & AFS	88	31-Mar-15	31-Jul-15	24
	MEC 0101 Commissioning Plan & AFS	86	31-Mar-15	30-Jul-15	24
	MEC 0102 Commissioning Plan & AFS	87	31-Mar-15	30-Jul-15	23
	MEC 0104 Commissioning Plan & AFS	87	31-Mar-15	30-Jul-15	23
	MEC 0105 Commissioning Plan & AFS	87	31-Mar-15	30-Jul-15	24
	DCP 0106 Commissioning Plan & AFS	50	21-Apr-15	30-Jun-15	47
	DCP 0107 Commissioning Plan & AFS	50	22-May-15	31-Jul-15	24



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Refurbishment of Turbine Generator

- Level II summary -

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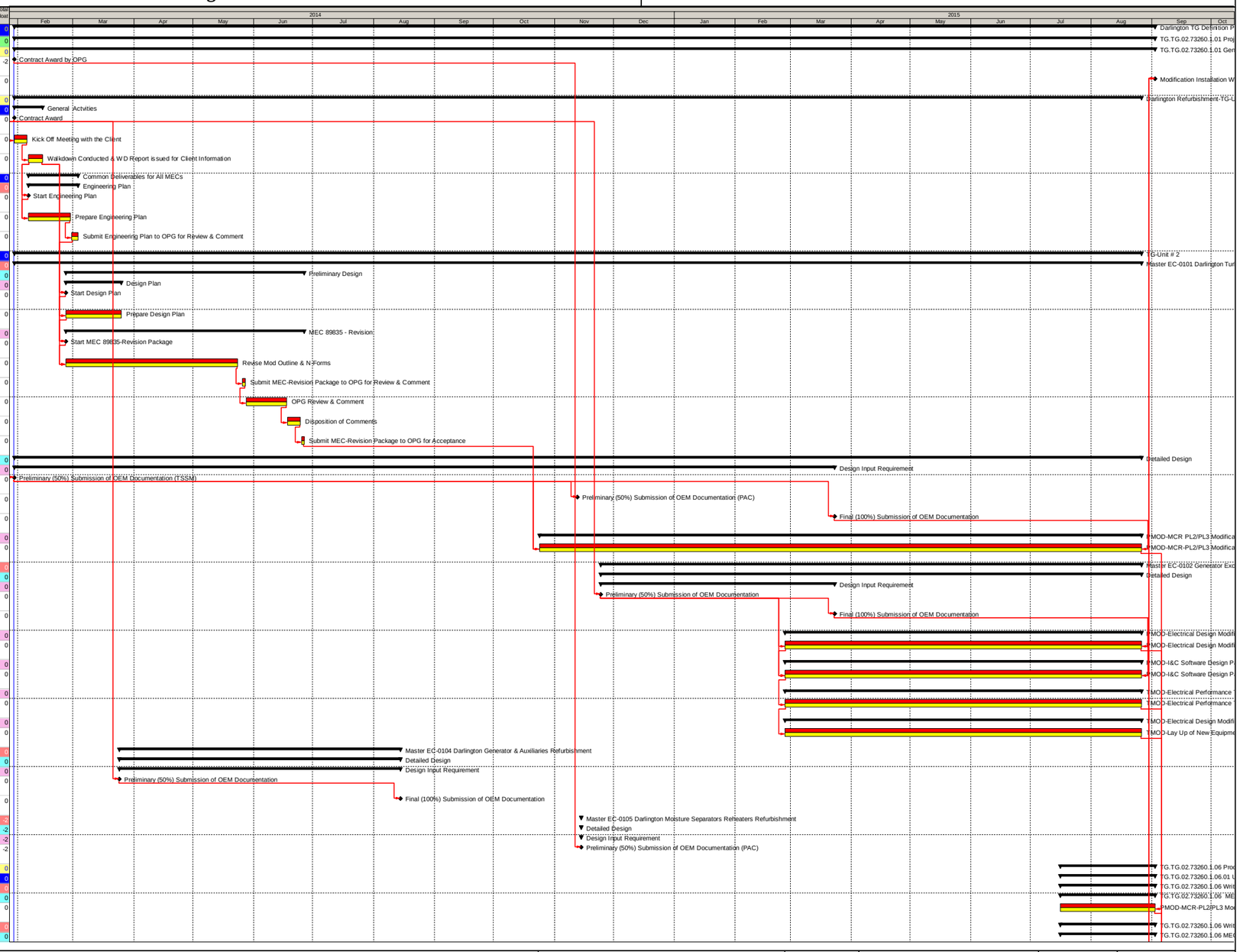
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

1

Darlington TG Definition Phase - Unit 2

19-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Darlington TG Definition Phase - Unit 2		415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.01 Project Management- Definition Phase		415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.01 General Project & Payment Milestones		415	30-Jan-14	02-Sep-15	0
TG-UA-GNR-MS0-001	Contract Award by OPG	0	30-Jan-14		-2
TG-UA-GNR-MS0-012	Modification Installation Work Plans	0		02-Sep-15	0
Darlington Refurbishment-TG-U2-Definition Phase		410	30-Jan-14	26-Aug-15	0
General Actvities		10	30-Jan-14	13-Feb-14	0
TG-UA-MEC-ECxx-CM70	Contract Award	0	30-Jan-14		0
TG-UA-MEC-ECxx-CM80	Kick Off Meeting with the Client	5	30-Jan-14	05-Feb-14	0
TG-UA-MEC-ECxx-CM90	Walkdown Conducted & WD Report issued for Client Information	5	06-Feb-14	13-Feb-14	0
Common Deliverables for All MECs		17	06-Feb-14	03-Mar-14	0
Engineering Plan		17	06-Feb-14	03-Mar-14	0
TG-UA-MEC-BM00-10	Start Engineering Plan	0	06-Feb-14		0
TG-UA-MEC-EC00-1070	Prepare Engineering Plan	15	06-Feb-14	27-Feb-14	0
TG-UA-MEC-EC00-1080	Submit Engineering Plan to OPG for Review & Comment	2	28-Feb-14	03-Mar-14	0
TG-Unit # 2		410	30-Jan-14	26-Aug-15	0
Master EC-0101 Darlington Turbine Controls Upgrade		410	30-Jan-14	26-Aug-15	0
Preliminary Design		84	25-Feb-14	26-Jun-14	0
Design Plan		20	25-Feb-14	25-Mar-14	0
TG-U2-101-BM0-480319	Start Design Plan	0	25-Feb-14		0
TG-U2-101-ECx-481730	Prepare Design Plan	20	25-Feb-14	25-Mar-14	0
MEC 89835 - Revision		84	25-Feb-14	26-Jun-14	0
TG-U2-101-BM0-480329	Start MEC 89835-Revision Package	0	25-Feb-14		0
TG-U2-101-ECx-481840	Revise Mod Outline & N-Forms	60	25-Feb-14	23-May-14	0
TG-U2-101-ECx-481850	Submit MEC-Revision Package to OPG for Review & Comment	2	26-May-14	27-May-14	0
TG-U2-101-ECx-481860	OPG Review & Comment	15	28-May-14	17-Jun-14	0
TG-U2-101-ECx-481870	Disposition of Comments	5	18-Jun-14	24-Jun-14	0
TG-U2-101-ECx-481880	Submit MEC-Revision Package to OPG for Acceptance	2	25-Jun-14	26-Jun-14	0
Detailed Design		410	30-Jan-14	26-Aug-15	0
Design Input Requirement		298	30-Jan-14	23-Mar-15	0
TG-U2-101-ECx-482180	Preliminary (50%) Submission of OEM Documentation (TSSM)	0		30-Jan-14*	0
TG-U2-101-ECx-482185	Preliminary (50%) Submission of OEM Documentation (PAC)	0		12-Nov-14*	0
TG-U2-101-ECx-482190	Final (100%) Submission of OEM Documentation	0		23-Mar-15*	0
PMOD-MCR PL2/PL3 Modifications		200	24-Oct-14	26-Aug-15	0
TG-U2-101-ECx-482010	PMOD-MCR-PL2/PL3 Modifications Package Cycle	200	24-Oct-14	26-Aug-15	0
Master EC-0102 Generator Excitation Controls Upgrade		178	24-Nov-14	26-Aug-15	0
Detailed Design		178	24-Nov-14	26-Aug-15	0
Design Input Requirement		75	24-Nov-14	23-Mar-15	0
TG-U2-102-ECx-472420	Preliminary (50%) Submission of OEM Documentation	0		24-Nov-14*	0
TG-U2-102-ECx-472430	Final (100%) Submission of OEM Documentation	0		23-Mar-15*	0
PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472340	PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration Packge Cycle	120	26-Feb-15	26-Aug-15	0
PMOD-I&C Software Design Package		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472350	PMOD-I&C Software Design Package Cycle	120	26-Feb-15	26-Aug-15	0
TMOD-Electrical Performance Testing Design Package		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472360	TMOD-Electrical Performance Testing Design Package Cycle	120	26-Feb-15	26-Aug-15	0
TMOD-Electrical Design Modification to Assist Lay Up of Installed Equipment		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472370	TMOD-Lay Up of New Equipment Package Cycle	120	26-Feb-15	26-Aug-15	0
Master EC-0104 Darlington Generator & Auxiliaries Refurbishment		100	24-Mar-14	14-Aug-14	0
Detailed Design		100	24-Mar-14	14-Aug-14	0
Design Input Requirement		100	24-Mar-14	14-Aug-14	0
TG-U2-104-ECx-472490	Preliminary (50%) Submission of OEM Documentation	0		24-Mar-14*	0
TG-U2-104-ECx-472500	Final (100%) Submission of OEM Documentation	0		14-Aug-14*	0
Master EC-0105 Darlington Moisture Separators Reheaters Refurbishment		0	14-Nov-14	14-Nov-14	-2
Detailed Design		0	14-Nov-14	14-Nov-14	-2
Design Input Requirement		0	14-Nov-14	14-Nov-14	-2
TG-U2-105-ECx-451200	Preliminary (50%) Submission of OEM Documentation (PAC)	0		14-Nov-14*	-2
TG.TG.02.73260.1.06 Procedures Work Plans and Work Orders Development - Definition phase		32	16-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06.01 Unit 2 Modification Installation Work Plans (FWP)		32	16-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 Write FWP MEC - 0101 Turbine Controls Upgrade		32	16-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 MEC - 0101 Turbine Controls Upgrade-MIWP		32	16-Jul-15	02-Sep-15	0
TG-U2-101-MIW-xx090	PMOD-MCR-PL2/PL3 Modifications	32	16-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 Write FWP MEC - 0102 Generator Excitation Controls Upgrade		32	16-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 MEC - 0102 Generator Excitation Controls Upgrade-MIWP		32	16-Jul-15	02-Sep-15	0



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Refurbishment of Turbine Generator

Critical Path

Project Baseline Bar
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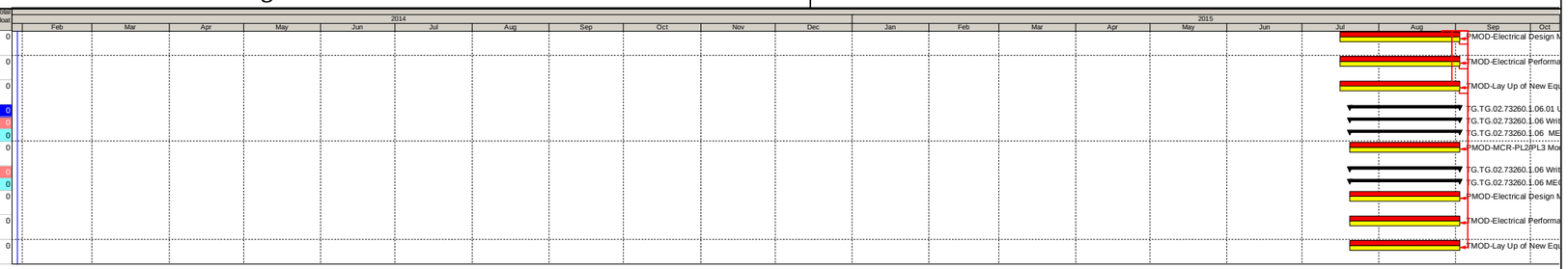
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

2

Darlington TG Definition Phase - Unit 2

19-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-102-MIW-xx140	PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration Packge Cycle	32	16-Jul-15	02-Sep-15	0
TG-U2-102-MIW-xx160	TMOD-Electrical Performance Testing Design Package Cycle	32	16-Jul-15	02-Sep-15	0
TG-U2-102-MIW-xx170	TMOD-Lay Up of New Equipment Package Cycle	32	16-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06.01 Unit 2 Inspection Test Plan		31	20-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 Write ITPs for MEC - 0101 Turbine Controls Upgrade		31	20-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 MEC - 0101 Turbine Controls Upgrade-ITPs		31	20-Jul-15	02-Sep-15	0
TG-U2-101-ITP-xx050	PMOD-MCR-PL2/PL3 Modifications	31	20-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 Write ITPs for MEC - 0102 Generator Excitation Controls-ITPs		31	20-Jul-15	02-Sep-15	0
TG.TG.02.73260.1.06 MEC - 0102 Generator Excitation Controls Upgrade-ITPs		31	20-Jul-15	02-Sep-15	0
TG-U2-102-ITP-xx080	PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration Packge Cycle	31	20-Jul-15	02-Sep-15	0
TG-U2-102-ITP-xx100	TMOD-Electrical Performance Testing Design Package Cycle	31	20-Jul-15	02-Sep-15	0
TG-U2-102-ITP-xx110	TMOD-Lay Up of New Equipment Package Cycle	31	20-Jul-15	02-Sep-15	0



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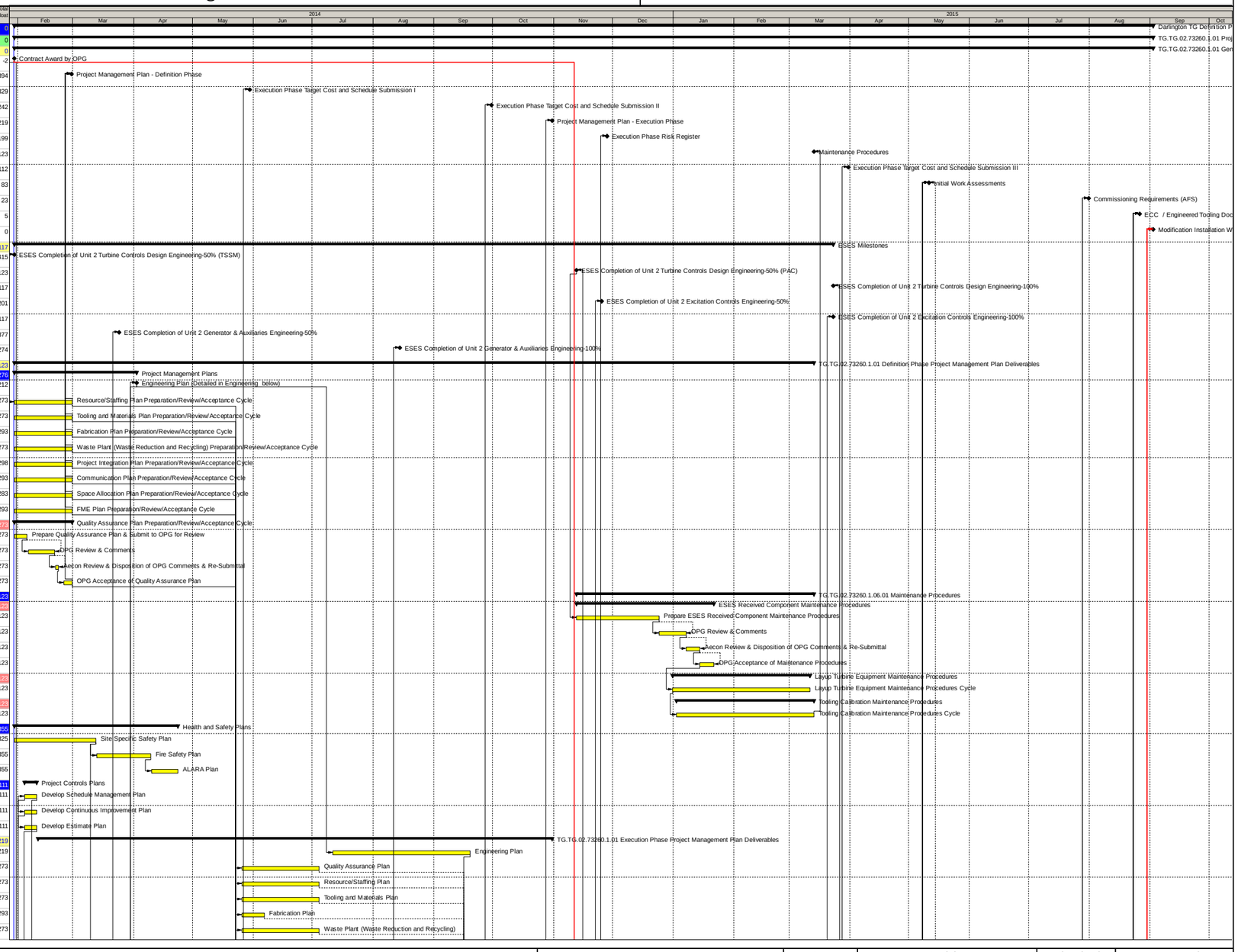
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

1

Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Darlington TG Definition Phase - Unit 2		415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.01 Project Management- Definition Phase		415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.01 General Project & Payment Milestones		415	30-Jan-14	02-Sep-15	0
TG-UA-GNR-MS0-001	Contract Award by OPG	0	30-Jan-14		-2
TG-UA-GNR-MS0-002	Project Management Plan - Definition Phase	0		28-Feb-14	394
TG-UA-GNR-MS0-003	Execution Phase Target Cost and Schedule Submission I	0		30-May-14	329
TG-UA-GNR-MS0-004	Execution Phase Target Cost and Schedule Submission II	0		30-Sep-14	242
TG-UA-GNR-MS0-005	Project Management Plan - Execution Phase	0		31-Oct-14	219
TG-UA-GNR-MS0-006	Execution Phase Risk Register	0		28-Nov-14	199
TG-UA-GNR-MS0-007	Maintenance Procedures	0		13-Mar-15	123
TG-UA-GNR-MS0-008	Execution Phase Target Cost and Schedule Submission III	0		31-Mar-15	112
TG-UA-GNR-MS0-009	Initial Work Assessments	0		11-May-15	83
TG-UA-GNR-MS0-010	Commissioning Requirements (AFS)	0		31-Jul-15	23
TG-UA-GNR-MS0-011	ECC / Engineered Tooling Documentation	0		26-Aug-15	5
TG-UA-GNR-MS0-012	Modification Installation Work Plans	0		02-Sep-15	0
ESES Milestones		298	30-Jan-14	23-Mar-15	117
TG-UA-101-ALS-001	ESES Completion of Unit 2 Turbine Controls Design Engineering-50% (TSSM)	0		30-Jan-14	415
TG-UA-101-ALS-002	ESES Completion of Unit 2 Turbine Controls Design Engineering-50% (PAC)	0		12-Nov-14	123
TG-UA-101-ALS-003	ESES Completion of Unit 2 Turbine Controls Design Engineering-100%	0		23-Mar-15	117
TG-UA-102-ALS-001	ESES Completion of Unit 2 Excitation Controls Engineering-50%	0		25-Nov-14	201
TG-UA-102-ALS-002	ESES Completion of Unit 2 Excitation Controls Engineering-100%	0		23-Mar-15	117
TG-UA-104-ALS-001	ESES Completion of Unit 2 Generator & Auxiliaries Engineering-50%	0		24-Mar-14	377
TG-UA-104-ALS-002	ESES Completion of Unit 2 Generator & Auxiliaries Engineering-100%	0		14-Aug-14	274
TG.TG.02.73260.1.01 Definition Phase Project Management Plan Deliverables		292	30-Jan-14	13-Mar-15	123
Project Management Plans		44	30-Jan-14	02-Apr-14	276
TG-UA-DEF-PMP-001	Engineering Plan (Detailed in Engineering below)	0		02-Apr-14	212
TG-UA-DEF-PMP-002	Resource/Staffing Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	273
TG-UA-DEF-PMP-003	Tooling and Materials Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	273
TG-UA-DEF-PMP-004	Fabrication Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	293
TG-UA-DEF-PMP-005	Waste Plant (Waste Reduction and Recycling) Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	273
TG-UA-DEF-PMP-006	Project Integration Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	298
TG-UA-DEF-PMP-007	Communication Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	293
TG-UA-DEF-PMP-008	Space Allocation Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	283
TG-UA-DEF-PMP-009	FME Plan Preparation/Review/Acceptance Cycle	22	30-Jan-14	28-Feb-14	293
Quality Assurance Plan Preparation/Review/Acceptance Cycle		22	30-Jan-14	28-Feb-14	273
TG-UA-DEF-PMP-010a	Prepare Quality Assurance Plan & Submit to OPG for Review	5	30-Jan-14	05-Feb-14	273
TG-UA-DEF-PMP-010b	OPG Review & Comments	10	06-Feb-14	19-Feb-14	273
TG-UA-DEF-PMP-010c	Aecon Review & Disposition of OPG Comments & Re-Submittal	2	20-Feb-14	21-Feb-14	273
TG-UA-DEF-PMP-010d	OPG Acceptance of Quality Assurance Plan	5	24-Feb-14	28-Feb-14	273
TG.TG.02.73260.1.06.01 Maintenance Procedures		87	12-Nov-14	13-Mar-15	123
ESES Received Component Maintenance Procedures		50	12-Nov-14	21-Jan-15	123
TG-U2-GNR-MNT-001	Prepare ESES Received Component Maintenance Procedures	30	12-Nov-14	24-Dec-14	123
TG-U2-GNR-MNT-002	OPG Review & Comments	10	24-Dec-14	07-Jan-15	123
TG-U2-GNR-MNT-003	Aecon Review & Disposition of OPG Comments & Re-Submittal	5	07-Jan-15	14-Jan-15	123
TG-U2-GNR-MNT-004	OPG Acceptance of Maintenance Procedures	5	14-Jan-15	21-Jan-15	123
Layup Turbine Equipment Maintenance Procedures		50	31-Dec-14	11-Mar-15	123
TG-U2-GNR-MNT-020	Layup Turbine Equipment Maintenance Procedures Cycle	50	31-Dec-14	11-Mar-15	123
Tooling Calibration Maintenance Procedures		50	02-Jan-15	13-Mar-15	123
TG-U2-GNR-MNT-030	Tooling Calibration Maintenance Procedures Cycle	50	02-Jan-15	13-Mar-15	123
Health and Safety Plans		60	30-Jan-14	23-Apr-14	355
TG-UA-DEF-PMP-011	Site Specific Safety Plan	30	30-Jan-14	12-Mar-14	325
TG-UA-DEF-PMP-012	Fire Safety Plan	20	13-Mar-14	09-Apr-14	355
TG-UA-DEF-PMP-013	ALARA Plan	10	10-Apr-14	23-Apr-14	355
Project Controls Plans		5	04-Feb-14	10-Feb-14	111
TG-UA-DEF-PMP-014	Develop Schedule Management Plan	5	04-Feb-14	10-Feb-14	111
TG-UA-DEF-PMP-015	Develop Continuous Improvement Plan	5	04-Feb-14	10-Feb-14	111
TG-UA-DEF-PMP-016	Develop Estimate Plan	5	04-Feb-14	10-Feb-14	111
TG.TG.02.73260.1.01 Execution Phase Project Management Plan Deliverables		188	11-Feb-14	31-Oct-14	219
TG-UA-EXC-PMP-001	Engineering Plan	50	11-Jul-14	19-Sep-14	219
TG-UA-EXC-PMP-002	Quality Assurance Plan	30	26-May-14	04-Jul-14	273
TG-UA-EXC-PMP-003	Resource/Staffing Plan	30	26-May-14	04-Jul-14	273
TG-UA-EXC-PMP-004	Tooling and Materials Plan	30	26-May-14	04-Jul-14	273
TG-UA-EXC-PMP-005	Fabrication Plan	10	26-May-14	06-Jun-14	293
TG-UA-EXC-PMP-006	Waste Plant (Waste Reduction and Recycling)	30	26-May-14	04-Jul-14	273



SNC·LAVALIN Nuclear

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Refurbishment of Turbine Generator

OPG

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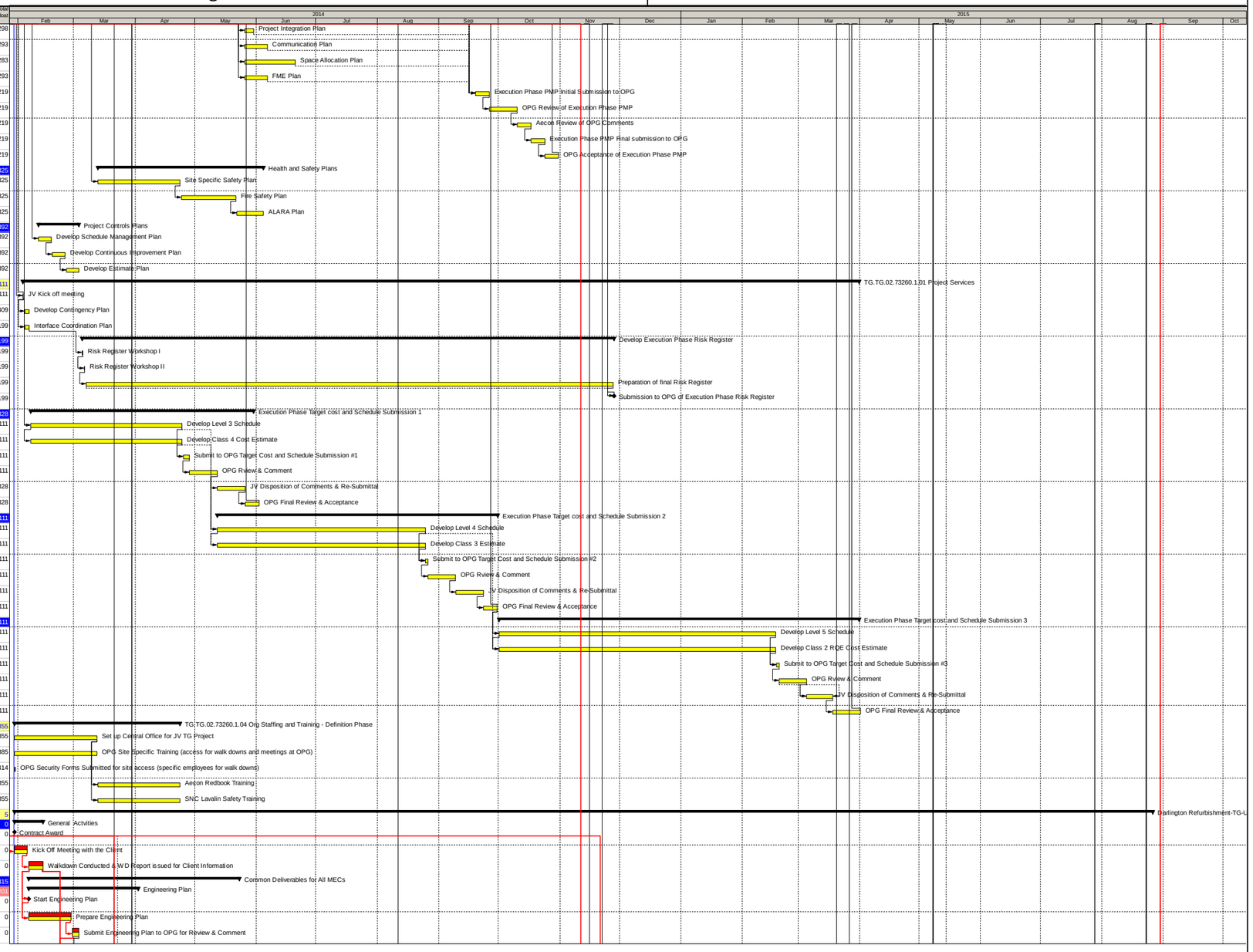
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

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Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-UA-EXC-PMP-007	Project Integration Plan	5	26-May-14	30-May-14	298
TG-UA-EXC-PMP-008	Communication Plan	10	26-May-14	06-Jun-14	293
TG-UA-EXC-PMP-009	Space Allocation Plan	20	26-May-14	20-Jun-14	283
TG-UA-EXC-PMP-010	FME Plan	10	26-May-14	06-Jun-14	293
TG-UA-EXC-PMP-010a	Execution Phase PMP Initial Submission to OPG	5	19-Sep-14	26-Sep-14	219
TG-UA-EXC-PMP-010b	OPG Review of Execution Phase PMP	10	26-Sep-14	10-Oct-14	219
TG-UA-EXC-PMP-010c	Aecon Review of OPG Comments	5	10-Oct-14	17-Oct-14	219
TG-UA-EXC-PMP-010d	Execution Phase PMP Final submission to OPG	5	17-Oct-14	24-Oct-14	219
TG-UA-EXC-PMP-010e	OPG Acceptance of Execution Phase PMP	5	24-Oct-14	31-Oct-14	219
Health and Safety Plans		60	13-Mar-14	04-Jun-14	325
TG-UA-EXC-PMP-011	Site Specific Safety Plan	30	13-Mar-14	23-Apr-14	325
TG-UA-EXC-PMP-012	Fire Safety Plan	20	24-Apr-14	21-May-14	325
TG-UA-EXC-PMP-013	ALARA Plan	10	22-May-14	04-Jun-14	325
Project Controls Plans		15	11-Feb-14	03-Mar-14	392
TG-UA-EXC-PMP-014	Develop Schedule Management Plan	5	11-Feb-14	17-Feb-14	392
TG-UA-EXC-PMP-015	Develop Continuous Improvement Plan	5	18-Feb-14	24-Feb-14	392
TG-UA-EXC-PMP-016	Develop Estimate Plan	5	25-Feb-14	03-Mar-14	392
TG.TG.02.73260.1.01 Project Services		302	03-Feb-14	31-Mar-15	111
TG-U2-GNR-SRV-001	JV Kick off meeting	1	03-Feb-14	03-Feb-14	111
TG-U2-GNR-SRV-002	Develop Contingency Plan	3	04-Feb-14	06-Feb-14	409
TG-U2-GNR-SRV-003	Interface Coordination Plan	3	04-Feb-14	06-Feb-14	199
Develop Execution Phase Risk Register		192	05-Mar-14	28-Nov-14	199
TG-UA-EXC-RSK-001	Risk Register Workshop I	1	05-Mar-14	05-Mar-14	199
TG-UA-EXC-RSK-002	Risk Register Workshop II	1	06-Mar-14	06-Mar-14	199
TG-UA-EXC-RSK-003	Preparation of final Risk Register	190	07-Mar-14	27-Nov-14	199
TG-UA-EXC-RSK-004	Submission to OPG of Execution Phase Risk Register	0	28-Nov-14		199
Execution Phase Target cost and Schedule Submission 1		81	07-Feb-14	30-May-14	328
TG-UA-EXC-CS1-001	Develop Level 3 Schedule	55	07-Feb-14	24-Apr-14	111
TG-UA-EXC-CS1-002	Develop Class 4 Cost Estimate	55	07-Feb-14	24-Apr-14	111
TG-UA-EXC-CS1-003	Submit to OPG Target Cost and Schedule Submission #1	1	25-Apr-14	28-Apr-14	111
TG-UA-EXC-CS1-004	OPG Rview & Comment	10	28-Apr-14	12-May-14	111
TG-UA-EXC-CS1-005	JV Disposition of Comments & Re-Submittal	10	12-May-14	26-May-14	328
TG-UA-EXC-CS1-006	OPG Final Review & Acceptance	5	26-May-14	30-May-14	328
Execution Phase Target cost and Schedule Submission 2		101	12-May-14	30-Sep-14	111
TG-UA-EXC-CS2-001	Develop Level 4 Schedule	75	12-May-14	25-Aug-14	111
TG-UA-EXC-CS2-002	Develop Class 3 Estimate	75	12-May-14	25-Aug-14	111
TG-UA-EXC-CS2-003	Submit to OPG Target Cost and Schedule Submission #2	1	25-Aug-14	26-Aug-14	111
TG-UA-EXC-CS2-004	OPG Rview & Comment	10	26-Aug-14	09-Sep-14	111
TG-UA-EXC-CS2-005	JV Disposition of Comments & Re-Submittal	10	09-Sep-14	23-Sep-14	111
TG-UA-EXC-CS2-006	OPG Final Review & Acceptance	5	23-Sep-14	30-Sep-14	111
Execution Phase Target cost and Schedule Submission 3		130	01-Oct-14	31-Mar-15	111
TG-UA-EXC-CS3-001	Develop Level 5 Schedule	100	01-Oct-14	17-Feb-15	111
TG-UA-EXC-CS3-002	Develop Class 2 RQE Cost Estimate	100	01-Oct-14	17-Feb-15	111
TG-UA-EXC-CS3-003	Submit to OPG Target Cost and Schedule Submission #3	1	18-Feb-15	19-Feb-15	111
TG-UA-EXC-CS3-004	OPG Rview & Comment	10	19-Feb-15	05-Mar-15	111
TG-UA-EXC-CS3-005	JV Disposition of Comments & Re-Submittal	9	05-Mar-15	18-Mar-15	111
TG-UA-EXC-CS3-006	OPG Final Review & Acceptance	10	18-Mar-15	31-Mar-15	111
TG.TG.02.73260.1.04 Org Staffing and Training - Definition Phase		60	30-Jan-14	23-Apr-14	355
TG-U2-GNR-STR-001	Set up Central Office for JV TG Project	30	30-Jan-14	12-Mar-14	355
TG-U2-GNR-STR-002	OPG Site Specific Training (access for walk downs and meetings at OPG)	30	30-Jan-14	12-Mar-14	385
TG-U2-GNR-STR-003	OPG Security Forms Submitted for site access (specific employees for walk downs)	1	30-Jan-14	30-Jan-14	414
TG-U2-GNR-STR-004	Aecon Redbook Training	30	13-Mar-14	23-Apr-14	355
TG-U2-GNR-STR-005	SNC Lavalin Safety Training	30	13-Mar-14	23-Apr-14	355
Darlington Refurbishment-TG-U2-Definition Phase		410	30-Jan-14	26-Aug-15	5
General Actvities		10	30-Jan-14	13-Feb-14	0
TG-UA-MEC-ECxx-CM70	Contract Award	0	30-Jan-14		0
TG-UA-MEC-ECxx-CM80	Kick Off Meeting with the Client	5	30-Jan-14	05-Feb-14	0
TG-UA-MEC-ECxx-CM90	Walkdown Conducted & WD Report issued for Client Information	5	06-Feb-14	13-Feb-14	0
Common Deliverables for All MECs		71	06-Feb-14	23-May-14	315
Engineering Plan		37	06-Feb-14	02-Apr-14	203
TG-UA-MEC-BM00-10	Start Engineering Plan	0	06-Feb-14		0
TG-UA-MEC-EC00-1070	Prepare Engineering Plan	15	06-Feb-14	27-Feb-14	0
TG-UA-MEC-EC00-1080	Submit Engineering Plan to OPG for Review & Comment	2	28-Feb-14	03-Mar-14	0



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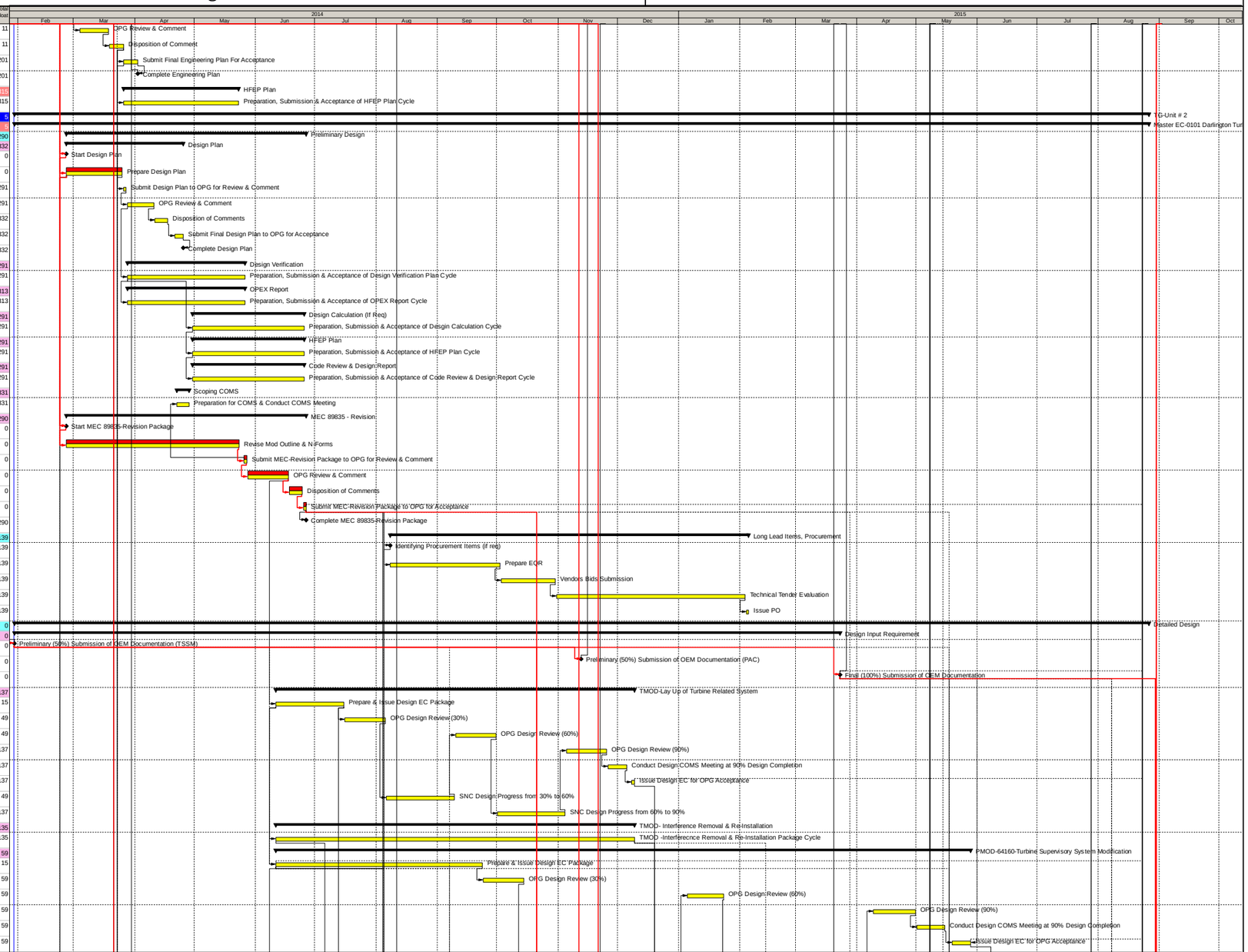
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

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Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-UA-MEC-EC00-1090	OPG Review & Comment	10	04-Mar-14	18-Mar-14	11
TG-UA-MEC-EC00-1100	Disposition of Comment	5	19-Mar-14	26-Mar-14	11
TG-UA-MEC-EC00-1110	Submit Final Engineering Plan For Acceptance	5	26-Mar-14	02-Apr-14	201
TG-UA-MEC-EM00-10	Complete Engineering Plan	0		02-Apr-14	201
HFEP Plan		39	26-Mar-14	23-May-14	315
TG-UA-MEC-EC00-1120	Preparation, Submission & Acceptance of HFEP Plan Cycle	39	26-Mar-14	23-May-14	315
TG-Unit # 2		410	30-Jan-14	26-Aug-15	5
Master EC-0101 Darlington Turbine Controls Upgrade		410	30-Jan-14	26-Aug-15	5
Preliminary Design		84	25-Feb-14	26-Jun-14	290
Design Plan		42	25-Feb-14	25-Apr-14	332
TG-U2-101-BM0-480319	Start Design Plan	0	25-Feb-14		0
TG-U2-101-ECx-481730	Prepare Design Plan	20	25-Feb-14	25-Mar-14	0
TG-U2-101-ECx-481740	Submit Design Plan to OPG for Review & Comment	2	26-Mar-14	27-Mar-14	291
TG-U2-101-ECx-481750	OPG Review & Comment	10	28-Mar-14	10-Apr-14	291
TG-U2-101-ECx-481760	Disposition of Comments	5	11-Apr-14	17-Apr-14	332
TG-U2-101-ECx-481770	Submit Final Design Plan to OPG for Acceptance	5	21-Apr-14	25-Apr-14	332
TG-U2-101-EM0-480355	Complete Design Plan	0		25-Apr-14	332
Design Verification		39	28-Mar-14	26-May-14	291
TG-U2-101-ECx-481790	Preparation, Submission & Acceptance of Design Verification Plan Cycle	39	28-Mar-14	26-May-14	291
OPEX Report		39	28-Mar-14	26-May-14	313
TG-U2-101-ECx-481830	Preparation, Submission & Acceptance of OPEX Report Cycle	39	28-Mar-14	26-May-14	313
Design Calculation (If Req)		39	30-Apr-14	25-Jun-14	291
TG-U2-101-ECx-481800	Preparation, Submission & Acceptance of Desgin Calculation Cycle	39	30-Apr-14	25-Jun-14	291
HFEP Plan		39	30-Apr-14	25-Jun-14	291
TG-U2-101-ECx-481780	Preparation, Submission & Acceptance of HFEP Plan Cycle	39	30-Apr-14	25-Jun-14	291
Code Review & Design Report		39	30-Apr-14	25-Jun-14	291
TG-U2-101-ECx-481820	Preparation, Submission & Acceptance of Code Review & Design Report Cycle	39	30-Apr-14	25-Jun-14	291
Scoping COMS		5	22-Apr-14	28-Apr-14	331
TG-U2-101-ECx-481810	Preparation for COMS & Conduct COMS Meeting	5	22-Apr-14	28-Apr-14	331
MEC 89835 - Revision		84	25-Feb-14	26-Jun-14	290
TG-U2-101-BM0-480329	Start MEC 89835-Revision Package	0	25-Feb-14		0
TG-U2-101-ECx-481840	Revise Mod Outline & N-Forms	60	25-Feb-14	23-May-14	0
TG-U2-101-ECx-481850	Submit MEC-Revision Package to OPG for Review & Comment	2	26-May-14	27-May-14	0
TG-U2-101-ECx-481860	OPG Review & Comment	15	28-May-14	17-Jun-14	0
TG-U2-101-ECx-481870	Disposition of Comments	5	18-Jun-14	24-Jun-14	0
TG-U2-101-ECx-481880	Submit MEC-Revision Package to OPG for Acceptance	2	25-Jun-14	26-Jun-14	0
TG-U2-101-EM0-480365	Complete MEC 89835-Revision Package	0		26-Jun-14	290
Long Lead Items, Procurement		121	08-Aug-14	05-Feb-15	139
TG-U2-101-BM0-480309	Identifying Procurement Items (if req)	0	08-Aug-14		139
TG-U2-101-ECx-481690	Prepare EQR	40	08-Aug-14	02-Oct-14	139
TG-U2-101-ECx-481700	Vendors Bids Submission	20	03-Oct-14	30-Oct-14	139
TG-U2-101-ECx-481710	Technical Tender Evaluation	60	31-Oct-14	03-Feb-15	139
TG-U2-101-ECx-481720	Issue PO	1	04-Feb-15	05-Feb-15	139
Detailed Design		410	30-Jan-14	26-Aug-15	0
Design Input Requirement		298	30-Jan-14	23-Mar-15	0
TG-U2-101-ECx-482180	Preliminary (50%) Submission of OEM Documentation (TSSM)	0		30-Jan-14*	0
TG-U2-101-ECx-482185	Preliminary (50%) Submission of OEM Documentation (PAC)	0		12-Nov-14*	0
TG-U2-101-ECx-482190	Final (100%) Submission of OEM Documentation	0		23-Mar-15*	0
TMOD-Lay Up of Turbine Related System		130	11-Jun-14	09-Dec-14	137
TG-U2-101-ECx-482080	Prepare & Issue Design EC Package	25	11-Jun-14	15-Jul-14	15
TG-U2-101-ECx-482090	OPG Design Review (30%)	15	16-Jul-14	05-Aug-14	49
TG-U2-101-ECx-482100	OPG Design Review (60%)	15	10-Sep-14	30-Sep-14*	49
TG-U2-101-ECx-482110	OPG Design Review (90%)	15	05-Nov-14	25-Nov-14	137
TG-U2-101-ECx-482120	Conduct Design COMS Meeting at 90% Design Completion	8	26-Nov-14	05-Dec-14	137
TG-U2-101-ECx-482130	Issue Design EC for OPG Acceptance	2	08-Dec-14	09-Dec-14	137
TG-U2-101-ECx-482140	SNC Design Progress from 30% to 60%	25	06-Aug-14	09-Sep-14	49
TG-U2-101-ECx-482150	SNC Design Progress from 60% to 90%	25	01-Oct-14	04-Nov-14	137
TMOD- Interference Removal & Re-Installation		130	11-Jun-14	09-Dec-14	135
TG-U2-101-ECx-481900	TMOD -Interferecnce Removal & Re-Installation Package Cycle	130	11-Jun-14	09-Dec-14	135
PMOD-64160-Turbine Supervisory System Modification		238	11-Jun-14	28-May-15	59
TG-U2-101-ECx-481910	Prepare & Issue Design EC Package	75	11-Jun-14	23-Sep-14	15
TG-U2-101-ECx-481920	OPG Design Review (30%)	15	24-Sep-14	14-Oct-14	59
TG-U2-101-ECx-481930	OPG Design Review (60%)	15	05-Jan-15	23-Jan-15	59
TG-U2-101-ECx-481940	OPG Design Review (90%)	15	09-Apr-15	30-Apr-15	59
TG-U2-101-ECx-481950	Conduct Design COMS Meeting at 90% Design Completion	10	01-May-15	15-May-15	59
TG-U2-101-ECx-481960	Issue Design EC for OPG Acceptance	8	19-May-15	28-May-15	59



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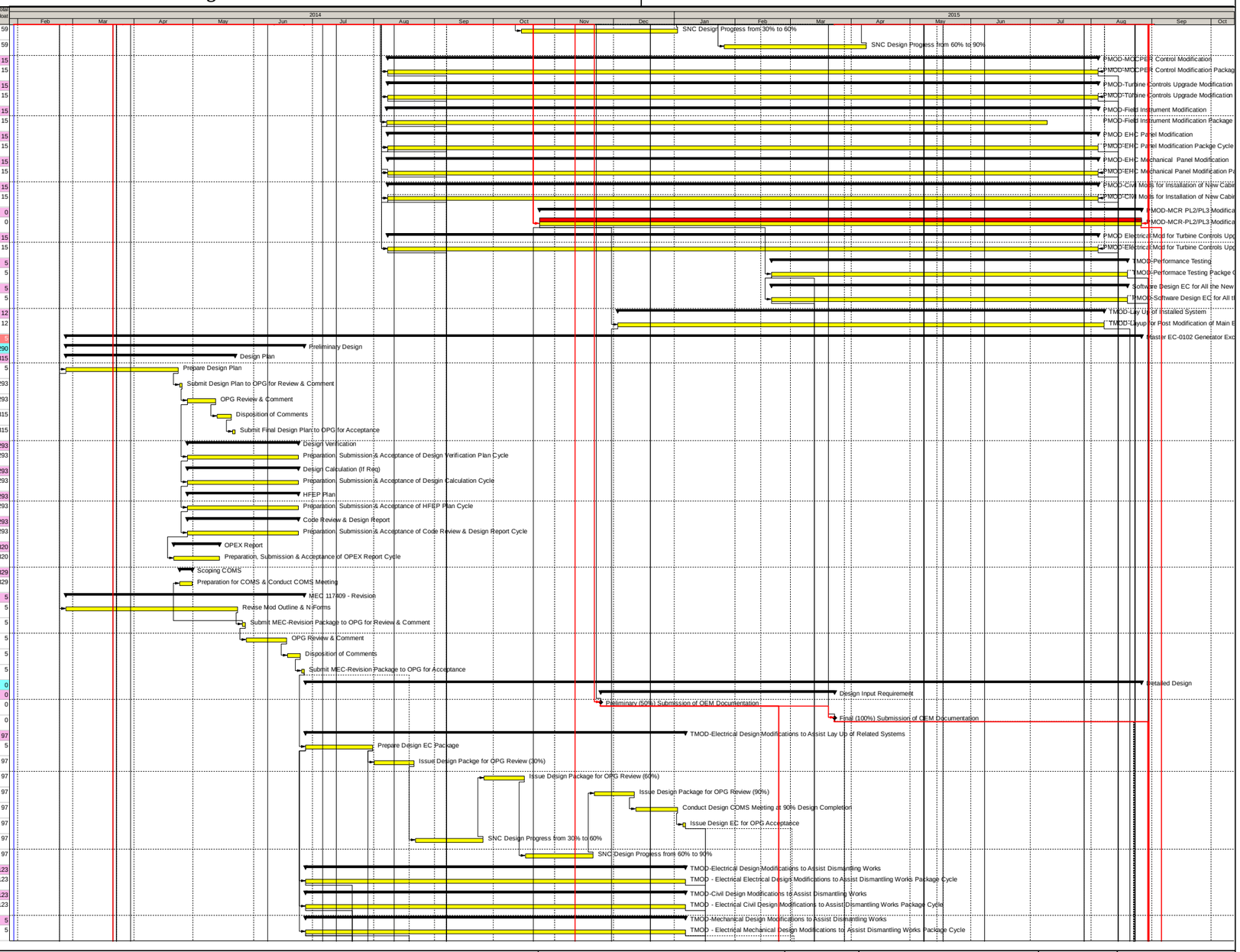
Date	Revision	Checked	Approved
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Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-101-ECx-481970	SNC Design Progress from 30% to 60%	50	15-Oct-14	02-Jan-15	59
TG-U2-101-ECx-481980	SNC Design Progress from 60% to 90%	50	26-Jan-15	08-Apr-15	59
PMOD-MOCPER Control Modification		240	08-Aug-14	04-Aug-15	15
TG-U2-101-ECx-481990	PMOD-MOCPER Control Modification Package Cycle	240	08-Aug-14	04-Aug-15	15
PMOD-Turbine Controls Upgrade Modification in UCER & DCC Room		240	08-Aug-14	04-Aug-15	15
TG-U2-101-ECx-482000	PMOD-Turbine Controls Upgrade Modification in UCER & DCC Room Package Cycle	240	08-Aug-14	04-Aug-15	15
PMOD-Field Instrument Modification		240	07-Aug-14	04-Aug-15	15
TG-U2-101-ECx-482020	PMOD-Field Instrument Modification Package Cycle	240	07-Aug-14	04-Aug-15	15
PMOD EHC Panel Modification		240	08-Aug-14	04-Aug-15	15
TG-U2-101-ECx-482040	PMOD-EHC Panel Modification Packge Cycle	240	08-Aug-14	04-Aug-15	15
PMOD-EHC Mechanical Panel Modification		240	08-Aug-14	04-Aug-15	15
TG-U2-101-ECx-482160	PMOD-EHC Mechanical Panel Modification Package Cycle	240	08-Aug-14	04-Aug-15	15
PMOD-Civil Mods for Installation of New Cabinets & Instrument Panels		240	08-Aug-14	04-Aug-15	15
TG-U2-101-ECx-482050	PMOD-Civil Mods for Installation of New Cabinets & Instrument Panels Package Cycle	240	08-Aug-14	04-Aug-15	15
PMOD-MCR PL2/PL3 Modifications		200	24-Oct-14	26-Aug-15	0
TG-U2-101-ECx-482010	PMOD-MCR-PL2/PL3 Modifications Package Cycle	200	24-Oct-14	26-Aug-15	0
PMOD Electrical Mod for Turbine Controls Upgrade		240	08-Aug-14	04-Aug-15	15
TG-U2-101-ECx-482170	PMOD-Electrical Mod for Turbine Controls Upgrade Package Cycle	240	08-Aug-14	04-Aug-15	15
TMOD-Performance Testing		120	19-Feb-15	19-Aug-15	5
TG-U2-101-ECx-482030	TMOD-Performace Testing Packge Cycle	120	19-Feb-15	19-Aug-15	5
Software Design EC for All the New Software Maintenance Plans		120	19-Feb-15	19-Aug-15	5
TG-U2-101-ECx-482060	PMOD-Software Design EC for All the New Software Maintenance Plans Packge Cycle	120	19-Feb-15	19-Aug-15	5
TMOD-Lay Up of Installed System		160	03-Dec-14	07-Aug-15	12
TG-U2-101-ECx-481890	TMOD-Layup for Post Modification of Main Equipment Package Cycle	160	03-Dec-14	07-Aug-15	12
Master EC-0102 Generator Excitation Controls Upgrade		369	25-Feb-14	26-Aug-15	5
Preliminary Design		84	25-Feb-14	26-Jun-14	290
Design Plan		59	25-Feb-14	22-May-14	315
TG-U2-102-ECx-472030	Prepare Design Plan	40	25-Feb-14	23-Apr-14	5
TG-U2-102-ECx-472040	Submit Design Plan to OPG for Review & Comment	2	24-Apr-14	25-Apr-14	293
TG-U2-102-ECx-472050	OPG Review & Comment	10	28-Apr-14	12-May-14	293
TG-U2-102-ECx-472060	Disposition of Comments	5	13-May-14	20-May-14	315
TG-U2-102-ECx-472070	Submit Final Design Plan to OPG for Acceptance	2	21-May-14	22-May-14	315
Design Verification		39	28-Apr-14	23-Jun-14	293
TG-U2-102-ECx-472080	Preparation, Submission & Acceptance of Design Verification Plan Cycle	39	28-Apr-14	23-Jun-14	293
Design Calculation (If Req)		39	28-Apr-14	23-Jun-14	293
TG-U2-102-ECx-472090	Preparation, Submission & Acceptance of Desgin Calculation Cycle	39	28-Apr-14	23-Jun-14	293
HFEP Plan		39	28-Apr-14	23-Jun-14	293
TG-U2-102-ECx-472100	Preparation, Submission & Acceptance of HFEP Plan Cycle	39	28-Apr-14	23-Jun-14	293
Code Review & Design Report		39	28-Apr-14	23-Jun-14	293
TG-U2-102-ECx-472120	Preparation, Submission & Acceptance of Code Review & Design Report Cycle	39	28-Apr-14	23-Jun-14	293
OPEX Report		17	21-Apr-14	14-May-14	320
TG-U2-102-ECx-472130	Preparation, Submission & Acceptance of OPEX Report Cycle	17	21-Apr-14	14-May-14	320
Scoping COMS		5	24-Apr-14	30-Apr-14	329
TG-U2-102-ECx-472110	Preparation for COMS & Conduct COMS Meeting	5	24-Apr-14	30-Apr-14	329
MEC 117409 - Revision		84	25-Feb-14	26-Jun-14	5
TG-U2-102-ECx-472140	Revise Mod Outline & N-Forms	60	25-Feb-14	23-May-14	5
TG-U2-102-ECx-472150	Submit MEC-Revision Package to OPG for Review & Comment	2	26-May-14	27-May-14	5
TG-U2-102-ECx-472160	OPG Review & Comment	15	28-May-14	17-Jun-14	5
TG-U2-102-ECx-472170	Disposition of Comments	5	18-Jun-14	24-Jun-14	5
TG-U2-102-ECx-472180	Submit MEC-Revision Package to OPG for Acceptance	2	25-Jun-14	26-Jun-14	5
Detailed Design		285	27-Jun-14	26-Aug-15	0
Design Input Requirement		75	24-Nov-14	23-Mar-15	0
TG-U2-102-ECx-472420	Preliminary (50%) Submission of OEM Documentation	0		24-Nov-14*	0
TG-U2-102-ECx-472430	Final (100%) Submission of OEM Documentation	0		23-Mar-15*	0
TMOD-Electrical Design Modifications to Assist Lay Up of Related Systems		130	27-Jun-14	06-Jan-15	97
TG-U2-102-ECx-472190	Prepare Design EC Package	25	27-Jun-14	31-Jul-14	5
TG-U2-102-ECx-472200	Issue Design Packge for OPG Review (30%)	15	01-Aug-14	21-Aug-14	97
TG-U2-102-ECx-472210	Issue Design Package for OPG Review (60%)	15	26-Sep-14	16-Oct-14	97
TG-U2-102-ECx-472220	Issue Design Package for OPG Review (90%)	15	21-Nov-14	11-Dec-14	97
TG-U2-102-ECx-472230	Conduct Design COMS Meeting at 90% Design Completion	8	12-Dec-14	02-Jan-15	97
TG-U2-102-ECx-472240	Issue Design EC for OPG Acceptance	2	05-Jan-15	06-Jan-15	97
TG-U2-102-ECx-472250	SNC Design Progress from 30% to 60%	25	22-Aug-14	25-Sep-14	97
TG-U2-102-ECx-472260	SNC Design Progress from 60% to 90%	25	17-Oct-14	20-Nov-14	97
TMOD-Electrical Design Modifications to Assist Dismantling Works		130	27-Jun-14	06-Jan-15	123
TG-U2-102-ECx-472390	TMOD - Electrical Electrical Design Modifications to Assist Dismantling Works Package Cycle	130	27-Jun-14	06-Jan-15	123
TMOD-Civil Design Modifications to Assist Dismantling Works		130	27-Jun-14	06-Jan-15	123
TG-U2-102-ECx-472400	TMOD - Electrical Civil Design Modifications to Assist Dismantling Works Package Cycle	130	27-Jun-14	06-Jan-15	123
TMOD-Mechanical Design Modifications to Assist Dismantling Works		130	27-Jun-14	06-Jan-15	5
TG-U2-102-ECx-472410	TMOD - Electrical Mechanical Design Modifications to Assist Dismantling Works Package Cycle	130	27-Jun-14	06-Jan-15	5



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Refurbishment of Turbine Generator

OPG

Project Baseline Bar
Critical Act
Milestone
Summary

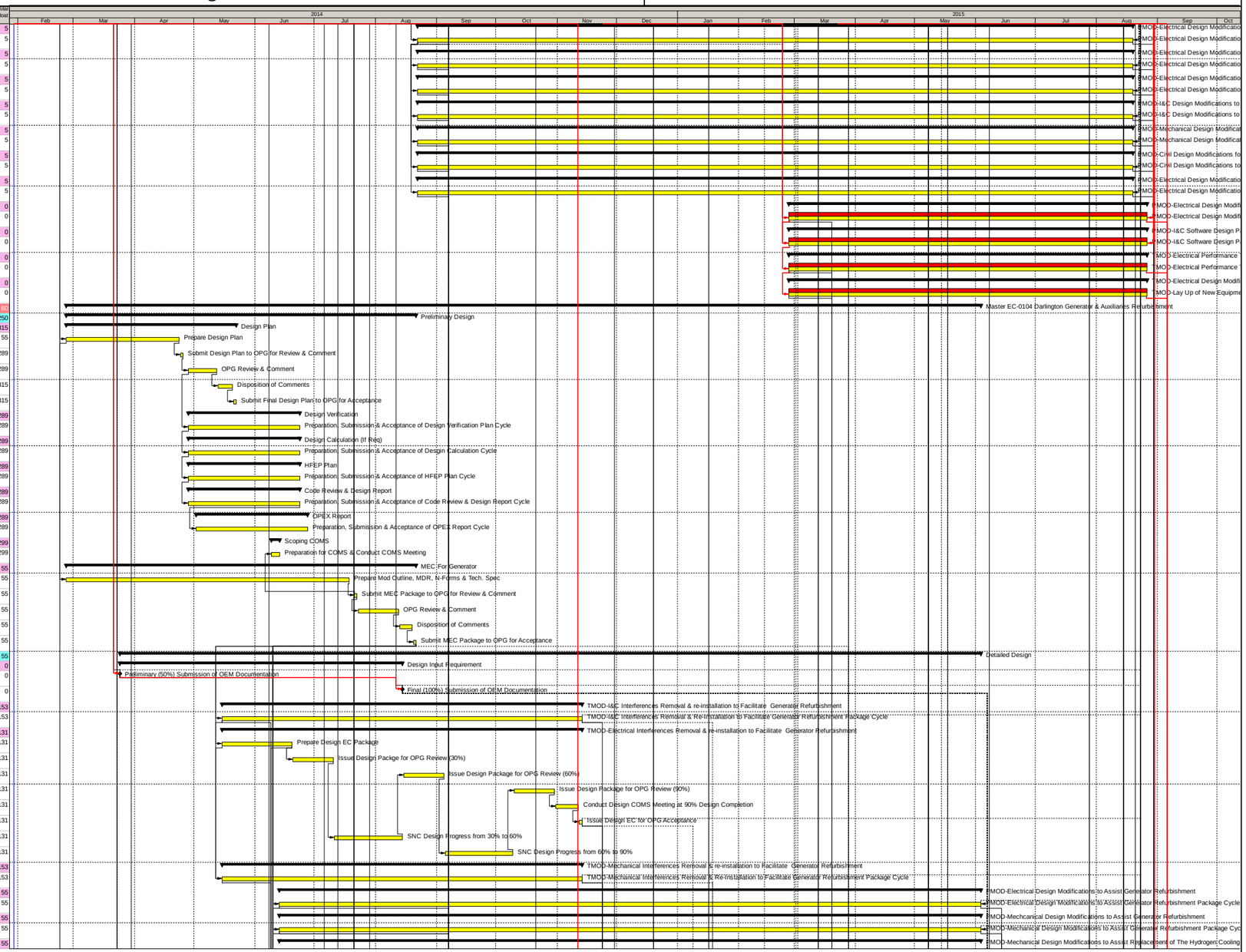
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

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Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Power Cubicle		240	22-Aug-14	19-Aug-15	5
TG-U2-102-ECx-472270	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Power Cubicle Package Cycle	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Control Cubicle		240	22-Aug-14	19-Aug-15	5
TG-U2-102-ECx-472280	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Control Cubicle Package Cycle	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications to Assist New Excitation System Integration		240	22-Aug-14	19-Aug-15	5
TG-U2-102-ECx-472290	PMOD-Electrical Design Modifications to Assist New Excitation System Integration Package Cycle	240	22-Aug-14	19-Aug-15	5
PMOD-I&C Design Modifications to Assist New Excitation System Integration		240	22-Aug-14	19-Aug-15	5
TG-U2-102-ECx-472300	PMOD-I&C Design Modifications to Assist New Excitation System Integration Package Cycle	240	22-Aug-14	19-Aug-15	5
PMOD-Mechanical Design Modifications to Assist New Excitation Sytem Integration		240	22-Aug-14	19-Aug-15	5
TG-U2-102-ECx-472310	PMOD-Mechanical Design Modifications to Assist New Excitation System Integration Package Cycle	240	22-Aug-14	19-Aug-15	5
PMOD-Civil Design Modifications for the New Excitation System Integration		240	22-Aug-14	19-Aug-15	5
TG-U2-102-ECx-472320	PMOD-Civil Design Modifications to Assist New Excitation System Integration Packge Cycle	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II		240	22-Aug-14	19-Aug-15	5
TG-U2-102-ECx-472330	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Packge Cycle	240	22-Aug-14	19-Aug-15	5
PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472340	PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration Packge Cycle	120	26-Feb-15	26-Aug-15	0
PMOD-I&C Software Design Package		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472350	PMOD-I&C Software Design Package Cycle	120	26-Feb-15	26-Aug-15	0
TMOD-Electrical Performance Testing Design Package		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472360	TMOD-Electrical Performance Testing Design Package Cycle	120	26-Feb-15	26-Aug-15	0
TMOD-Electrical Design Modification to Assist Lay Up of Installed Equipment		120	26-Feb-15	26-Aug-15	0
TG-U2-102-ECx-472370	TMOD-Lay Up of New Equipment Package Cycle	120	26-Feb-15	26-Aug-15	0
Master EC-0104 Darlington Generator & Auxiliaries Refurbishment		314	25-Feb-14	03-Jun-15	62
Preliminary Design		124	25-Feb-14	21-Aug-14	250
Design Plan		59	25-Feb-14	22-May-14	315
TG-U2-104-ECx-474120	Prepare Design Plan	40	25-Feb-14	23-Apr-14	55
TG-U2-104-ECx-474130	Submit Design Plan to OPG for Review & Comment	2	24-Apr-14	25-Apr-14	289
TG-U2-104-ECx-474140	OPG Review & Comment	10	28-Apr-14	12-May-14	289
TG-U2-104-ECx-474150	Disposition of Comments	5	13-May-14	20-May-14	315
TG-U2-104-ECx-474160	Submit Final Design Plan to OPG for Acceptance	2	21-May-14	22-May-14	315
Design Verification		39	28-Apr-14	23-Jun-14	289
TG-U2-104-ECx-474170	Preparation, Submission & Acceptance of Design Verification Plan Cycle	39	28-Apr-14	23-Jun-14	289
Design Calculation (If Req)		39	28-Apr-14	23-Jun-14	289
TG-U2-104-ECx-474180	Preparation, Submission & Acceptance of Desgin Calculation Cycle	39	28-Apr-14	23-Jun-14	289
HFEP Plan		39	28-Apr-14	23-Jun-14	289
TG-U2-104-ECx-474190	Preparation, Submission & Acceptance of HFEP Plan Cycle	39	28-Apr-14	23-Jun-14	289
Code Review & Design Report		39	28-Apr-14	23-Jun-14	289
TG-U2-104-ECx-474210	Preparation, Submission & Acceptance of Code Review & Design Report Cycle	39	28-Apr-14	23-Jun-14	289
OPEX Report		39	02-May-14	27-Jun-14	289
TG-U2-104-ECx-474220	Preparation, Submission & Acceptance of OPEX Report Cycle	39	02-May-14	27-Jun-14	289
Scoping COMS		5	09-Jun-14	13-Jun-14	299
TG-U2-104-ECx-474200	Preparation for COMS & Conduct COMS Meeting	5	09-Jun-14	13-Jun-14	299
MEC For Generator		124	25-Feb-14	21-Aug-14	55
TG-U2-104-ECx-474230	Prepare Mod Outline, MDR, N-Forms & Tech. Spec	100	25-Feb-14	18-Jul-14	55
TG-U2-104-ECx-474240	Submit MEC Package to OPG for Review & Comment	2	21-Jul-14	22-Jul-14	55
TG-U2-104-ECx-474250	OPG Review & Comment	15	23-Jul-14	12-Aug-14	55
TG-U2-104-ECx-474260	Disposition of Comments	5	13-Aug-14	19-Aug-14	55
TG-U2-104-ECx-474270	Submit MEC Package to OPG for Acceptance	2	20-Aug-14	21-Aug-14	55
Detailed Design		295	24-Mar-14	03-Jun-15	55
Design Input Requirement		100	24-Mar-14	14-Aug-14	0
TG-U2-104-ECx-472490	Preliminary (50%) Submission of OEM Documentation	0		24-Mar-14*	0
TG-U2-104-ECx-472500	Final (100%) Submission of OEM Documentation	0		14-Aug-14*	0
TMOD-I&C Interferences Removal & re-installation to Facilitate Generator Refurbishment		130	15-May-14	13-Nov-14	153
TG-U2-104-ECx-474370	TMOD-I&C Interferences Removal & Re-Installation to Facilitate Generator Refurbishment Package Cycle	130	15-May-14	13-Nov-14	153
TMOD-Electrical Interferences Removal & re-installation to Facilitate Generator Refurbishment		130	15-May-14	13-Nov-14	131
TG-U2-104-ECx-474280	Prepare Design EC Package	25	15-May-14	19-Jun-14	131
TG-U2-104-ECx-474290	Issue Design Packge for OPG Review (30%)	15	20-Jun-14	10-Jul-14	131
TG-U2-104-ECx-474300	Issue Design Package for OPG Review (60%)	15	15-Aug-14	04-Sep-14	131
TG-U2-104-ECx-474310	Issue Design Package for OPG Review (90%)	15	10-Oct-14	30-Oct-14	131
TG-U2-104-ECx-474320	Conduct Design COMS Meeting at 90% Design Completion	8	31-Oct-14	11-Nov-14	131
TG-U2-104-ECx-474330	Issue Design EC for OPG Acceptance	2	12-Nov-14	13-Nov-14	131
TG-U2-104-ECx-474340	SNC Design Progress from 30% to 60%	25	11-Jul-14	14-Aug-14	131
TG-U2-104-ECx-474350	SNC Design Progress from 60% to 90%	25	05-Sep-14	09-Oct-14	131
TMOD-Mechanical Interferences Removal & re-installation to Facilitate Generator Refurbishment		130	15-May-14	13-Nov-14	153
TG-U2-104-ECx-474360	TMOD-Mechanical Interferences Removal & Re-Installation to Facilitate Generator Refurbishment Package Cycle	130	15-May-14	13-Nov-14	153
PMOD-Electrical Design Modifications to Assist Generator Refurbishment		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474380	PMOD-Electrical Design Modifications to Assist Generator Refurbishment Package Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Mechcanical Design Modifications to Assist Generator Refurbishment		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474390	PMOD-Mechanical Design Modifications to Assist Generator Refurbishment Package Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Mechanical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid		240	13-Jun-14	03-Jun-15	55



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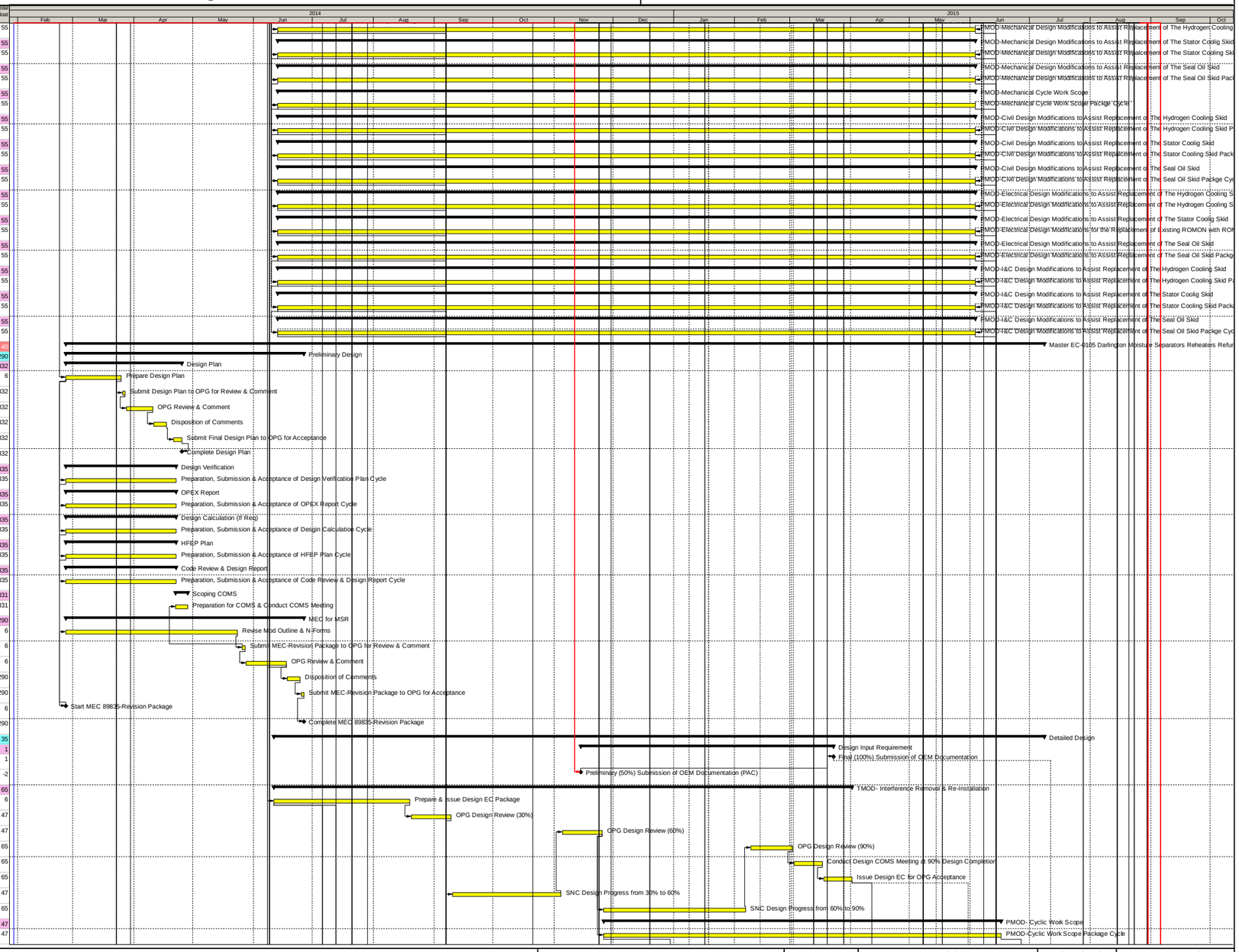
- Project Baseline Bar
- Critical Act
- Milestone
- Summary

Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

Darlington TG Definition Phase - Unit 2

Filed: 2016-05-27
EB-2016-0152
Exhibit D2-2-3
Attachment 8
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-104-ECx-474430	PMOD-Mechanical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Mechanical Design Modifications to Assist Replacement of The Stator Coolig Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474440	PMOD-Mechanical Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Mechanical Design Modifications to Assist Replacement of The Seal Oil Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474450	PMOD-Mechanical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Mechanical Cycle Work Scope		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474530	PMOD-Mechanical Cycle Work Scope Packge Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Civil Design Modifications to Assist Replacement of The Hydrogen Cooling Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474460	PMOD-Civil Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Civil Design Modifications to Assist Replacement of The Stator Coolig Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474470	PMOD-Civil Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Civil Design Modifications to Assist Replacement of The Seal Oil Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474480	PMOD-Civil Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycl	240	13-Jun-14	03-Jun-15	55
PMOD-Electrical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474400	PMOD-Electrical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Electrical Design Modifications to Assist Replacement of The Stator Coolig Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474410	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Packge Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-Electrical Design Modifications to Assist Replacement of The Seal Oil Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474420	PMOD-Electrical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-I&C Design Modifications to Assist Replacement of The Hydrogen Cooling Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474490	PMOD-I&C Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Package Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-I&C Design Modifications to Assist Replacement of The Stator Coolig Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474500	PMOD-I&C Design Modifications to Assist Replacement of The Stator Cooling Skid Package Cycle	240	13-Jun-14	03-Jun-15	55
PMOD-I&C Design Modifications to Assist Replacement of The Seal Oil Skid		240	13-Jun-14	03-Jun-15	55
TG-U2-104-ECx-474510	PMOD-I&C Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	240	13-Jun-14	03-Jun-15	55
Master EC-0105 Darlington Moisture Separators Reheaters Refurbishment		357	25-Feb-14	08-Jul-15	40
Preliminary Design		84	25-Feb-14	26-Jun-14	290
Design Plan		42	25-Feb-14	25-Apr-14	332
TG-U2-105-ECx-451000	Prepare Design Plan	20	25-Feb-14	25-Mar-14	6
TG-U2-105-ECx-451010	Submit Design Plan to OPG for Review & Comment	2	26-Mar-14	27-Mar-14	332
TG-U2-105-ECx-451020	OPG Review & Comment	10	28-Mar-14	10-Apr-14	332
TG-U2-105-ECx-451030	Disposition of Comments	5	11-Apr-14	17-Apr-14	332
TG-U2-105-ECx-451040	Submit Final Design Plan to OPG for Acceptance	5	21-Apr-14	25-Apr-14	332
TG-U2-105-ECx-451050	Complete Design Plan	0		25-Apr-14	332
Design Verification		39	25-Feb-14	22-Apr-14	335
TG-U2-105-ECx-451060	Preparation, Submission & Acceptance of Design Verification Plan Cycle	39	25-Feb-14	22-Apr-14	335
OPEX Report		39	25-Feb-14	22-Apr-14	335
TG-U2-105-ECx-451100	Preparation, Submission & Acceptance of OPEX Report Cycle	39	25-Feb-14	22-Apr-14	335
Design Calculation (If Req)		39	25-Feb-14	22-Apr-14	335
TG-U2-105-ECx-451070	Preparation, Submission & Acceptance of Desgin Calculation Cycle	39	25-Feb-14	22-Apr-14	335
HFEP Plan		39	25-Feb-14	22-Apr-14	335
TG-U2-105-ECx-451080	Preparation, Submission & Acceptance of HFEP Plan Cycle	39	25-Feb-14	22-Apr-14	335
Code Review & Design Report		39	25-Feb-14	22-Apr-14	335
TG-U2-105-ECx-451090	Preparation, Submission & Acceptance of Code Review & Design Report Cycle	39	25-Feb-14	22-Apr-14	335
Scoping COMS		5	22-Apr-14	28-Apr-14	331
TG-U2-105-ECx-451110	Preparation for COMS & Conduct COMS Meeting	5	22-Apr-14	28-Apr-14	331
MEC for MSR		84	25-Feb-14	26-Jun-14	290
TG-U2-105-ECx-451120	Revise Mod Outline & N-Forms	60	25-Feb-14	23-May-14	6
TG-U2-105-ECx-451130	Submit MEC-Revision Package to OPG for Review & Comment	2	26-May-14	27-May-14	6
TG-U2-105-ECx-451140	OPG Review & Comment	15	28-May-14	17-Jun-14	6
TG-U2-105-ECx-451150	Disposition of Comments	5	18-Jun-14	24-Jun-14	290
TG-U2-105-ECx-451160	Submit MEC-Revision Package to OPG for Acceptance	2	25-Jun-14	26-Jun-14	290
TG-U2-105-ECx-451170	Start MEC 89835-Revision Package	0	25-Feb-14		6
TG-U2-105-ECx-451180	Complete MEC 89835-Revision Package	0		26-Jun-14	290
Detailed Design		281	11-Jun-14	08-Jul-15	35
Design Input Requirement		90	14-Nov-14	23-Mar-15	1
TG-U2-105-ECx-451190	Final (100%) Submission of OEM Documentation	0		23-Mar-15*	1
TG-U2-105-ECx-451200	Preliminary (50%) Submission of OEM Documentation (PAC)	0		14-Nov-14*	-2
TMOD- Interference Removal & Re-Installation		200	11-Jun-14	01-Apr-15	65
TG-U2-105-ECx-451210	Prepare & Issue Design EC Package	50	11-Jun-14	19-Aug-14	6
TG-U2-105-ECx-451220	OPG Design Review (30%)	15	20-Aug-14	09-Sep-14	47
TG-U2-105-ECx-451230	OPG Design Review (60%)	15	05-Nov-14	25-Nov-14	47
TG-U2-105-ECx-451240	OPG Design Review (90%)	15	09-Feb-15	02-Mar-15	65
TG-U2-105-ECx-451250	Conduct Design COMS Meeting at 90% Design Completion	10	03-Mar-15	17-Mar-15	65
TG-U2-105-ECx-451260	Issue Design EC for OPG Acceptance	10	18-Mar-15	01-Apr-15	65
TG-U2-105-ECx-451270	SNC Design Progress from 30% to 60%	40	10-Sep-14	04-Nov-14	47
TG-U2-105-ECx-451280	SNC Design Progress from 60% to 90%	45	26-Nov-14	06-Feb-15	65
PMOD- Cyclic Work Scope		130	26-Nov-14	16-Jun-15	47
TG-U2-105-ECx-451290	PMOD-Cyclic Work Scope Package Cycle	130	26-Nov-14	16-Jun-15	47



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	Prep By :M. Atheri		

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Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
PMOD-MSR Vessel Replacement		240	16-Jul-14	08-Jul-15	6
TG-U2-105-ECx-451300	Prepare & Issue Design EC Package	75	16-Jul-14	28-Oct-14	6
TG-U2-105-ECx-451310	OPG Design Review (30%)	15	29-Oct-14	18-Nov-14	6
TG-U2-105-ECx-451320	OPG Design Review (60%)	15	09-Feb-15	02-Mar-15	6
TG-U2-105-ECx-451330	OPG Design Review (90%)	15	19-May-15	08-Jun-15	6
TG-U2-105-ECx-451340	Conduct Design COMS Meeting at 90% Design Completion	10	09-Jun-15	23-Jun-15	6
TG-U2-105-ECx-451350	Issue Design EC for OPG Acceptance	10	24-Jun-15	08-Jul-15	6
TG-U2-105-ECx-451360	SNC Design Progress from 30% to 60%	50	19-Nov-14	06-Feb-15	6
TG-U2-105-ECx-451370	SNC Design Progress from 60% to 90%	50	03-Mar-15	15-May-15	6
DCP-0106 Facility MOD DCP for DLC Simulator		259	26-Mar-14	13-Apr-15	95
56-FMOD-DCP for DLC Unit Simulator For TG Control Upgrade		124	26-Mar-14	19-Sep-14	230
TG-U0-106-ECX-482205	Start FMOD DCP-New Package	0	26-Mar-14		354
TG-U0-106-ECX-482210	Prepare Mod Outline, MDR, N-Forms & Tech. Spec	100	26-Mar-14	18-Aug-14	11
TG-U0-106-ECX-482220	Submit Package to OPG for Review & Comment	2	18-Aug-14	20-Aug-14	11
TG-U0-106-ECX-482230	OPG Review & Comment	15	20-Aug-14	10-Sep-14	230
TG-U0-106-ECX-482240	Disposition of Comments	5	10-Sep-14	17-Sep-14	230
TG-U0-106-ECX-482250	Submit Package to OPG for Acceptance	2	17-Sep-14	19-Sep-14	230
TG-U0-106-ECX-482270	Finish FMOD DCP-New Package	0		19-Sep-14	230
57-FMOD-Electrical Design Modifications for DLC Unit Simulator Excitation Control Upgrade		124	18-Aug-14	19-Feb-15	11
TG-U0-106-ECX-482280	FMOD-Electrical Design Modifications for DLC Unit Simulator Package Cycle	124	18-Aug-14	19-Feb-15	11
FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade		124	06-Oct-14	13-Apr-15	11
TG-U0-106-ECx-482290	FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade Package Cycle	124	06-Oct-14	13-Apr-15	11
DCP-0107 Facility MOD DCP for PLC Simulator		278	23-Jun-14	11-Aug-15	11
58-FMOD-DCP for PLC Unit Simulator for TG Control Upgrade		124	23-Jun-14	12-Dec-14	11
TG-U0-107-ECX-482510	FMOD-DCP for PLC Simulator Package Cycle	124	23-Jun-14	12-Dec-14	11
59-FMOD-Electrical Design Modifications for PLC Unit Simulator Excitation Control Upgrade		124	12-Dec-14	25-Jun-15	11
TG-U0-107-ECX-482520	FMOD-Electrical Design Modifications for PLC Unit Simulator Package Cycle	124	12-Dec-14	25-Jun-15	11
FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade		124	04-Feb-15	11-Aug-15	11
TG-U0-107-ECx-482530	FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade Package Cycle	124	04-Feb-15	11-Aug-15	11
TG.TG.02.73260.1.06 Procedures Work Plans and Work Orders Development - Definition phase		415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.06.02 Unit 2 Initial Work Assessments		332	30-Jan-14	11-May-15	83
TG.TG.02.73260.1.06 Assess MEC - 0101 Turbine Controls Upgrade		214	11-Jun-14	06-Apr-15	107
TG-U2-101-IWA-xx010	TMOD-Lay Up for Turbine	15	16-Jul-14	05-Aug-14	202
TG-U2-101-IWA-xx020	TMOD -Interferecnce Installation	15	09-Jul-14	29-Jul-14	203
TG-U2-101-IWA-xx025	TMOD -Interferecnce Removal	15	29-Jul-14	19-Aug-14	236
TG-U2-101-IWA-xx030	PMOD-Turbine Supervisory System Modification	15	11-Jun-14	01-Jul-14	255
TG-U2-101-IWA-xx040	PMOD-MOCPER Control Modification	15	10-Sep-14	30-Sep-14	190
TG-U2-101-IWA-xx050	PMOD-Turbine Controls Upgrade Modification in UCER & DCC Room	15	10-Sep-14	30-Sep-14	190
TG-U2-101-IWA-xx060	PMOD-Field Instrument Modification	15	10-Sep-14	30-Sep-14	190
TG-U2-101-IWA-xx070	PMOD-EHC Panel Modification	15	10-Sep-14	30-Sep-14	190
TG-U2-101-IWA-xx080	PMOD-EHC Mechanical Panel Modification	15	10-Sep-14	30-Sep-14	190
TG-U2-101-IWA-xx090	PMOD-Civil Mods for Installation of New Cabinets & Instrument Panels	15	10-Sep-14	30-Sep-14	190
TG-U2-101-IWA-xx100	PMOD-MCR-PL2/PL3 Modifications	15	24-Oct-14	13-Nov-14	158
TG-U2-101-IWA-xx120	PMOD-Electrical Mod for Turbine Controls Upgrade	15	10-Sep-14	30-Sep-14	190
TG-U2-101-IWA-xx130	TMOD-Performace Testing	15	16-Mar-15	06-Apr-15	67
TG-U2-101-IWA-xx140	PMOD-Software Design EC for All the New Software Maintenance Plans	15	16-Mar-15	06-Apr-15	67
TG-U2-101-IWA-xx150	TMOD-Layup for Post Modification of Main Equipment	15	03-Dec-14	02-Jan-15	130
TG-U2-101-IWA-xx210	Determine Pre Requisites for MEC0101	10	02-Jan-15	16-Jan-15	141
TG-U2-101-IWA-xx220	Determine Long Lead material items for MEC0101	10	16-Jan-15	30-Jan-15	141
TG-U2-101-IWA-xx230	Determine Post Requisites for MEC0101	10	30-Jan-15	13-Feb-15	141
TG-U2-101-IWA-xx240	Assess work order for MEC0101 and enter into Passport	2	13-Feb-15	17-Feb-15	141
TG.TG.02.73260.1.06 Assess MEC - 0102 Generator Excitation Controls Upgrade		188	24-Jul-14	13-Apr-15	102
TG-U2-102-IWA-xx010	TMOD-Electrical Design Modification to Assist Lay Up of Related Systems-Installation	15	01-Aug-14	21-Aug-14	162
TG-U2-102-IWA-xx015	TMOD-Electrical Design Modification to Assist Lay Up of Related Systems-Removal	5	22-Aug-14	28-Aug-14	187
TG-U2-102-IWA-xx020	TMOD - Electrical Design Modifications to Assist Dismantling Works Package Cycle-Installation	15	24-Jul-14	13-Aug-14	192
TG-U2-102-IWA-xx025	TMOD - Electrical Design Modifications to Assist Dismantling Works Package Cycle-Removal	5	14-Aug-14	20-Aug-14	219
TG-U2-102-IWA-xx030	TMOD - Civil Design Modifications to Assist Dismantling Works Package Cycle-Installation	15	24-Jul-14	13-Aug-14	192
TG-U2-102-IWA-xx035	TMOD - Civil Design Modifications to Assist Dismantling Works Package Cycle-Removal	5	14-Aug-14	20-Aug-14	219
TG-U2-102-IWA-xx040	TMOD - Mechanical Design Modifications to Assist Dismantling Works Package Cycle-Installation	15	24-Jul-14	13-Aug-14	192
TG-U2-102-IWA-xx045	TMOD - Mechanical Design Modifications to Assist Dismantling Works Package Cycle-Removal	5	14-Aug-14	20-Aug-14	219
TG-U2-102-IWA-xx050	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Power Cubicle Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-102-IWA-xx060	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Control Cubicle Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-102-IWA-xx070	PMOD-Electrical Design Modifications to Assist New Excitation System Integration Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-102-IWA-xx080	PMOD-I&C Design Modifications to Assist New Excitation System Integration Package Cycle	15	10-Sep-14	30-Sep-14	190



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Refurbishment of Turbine Generator

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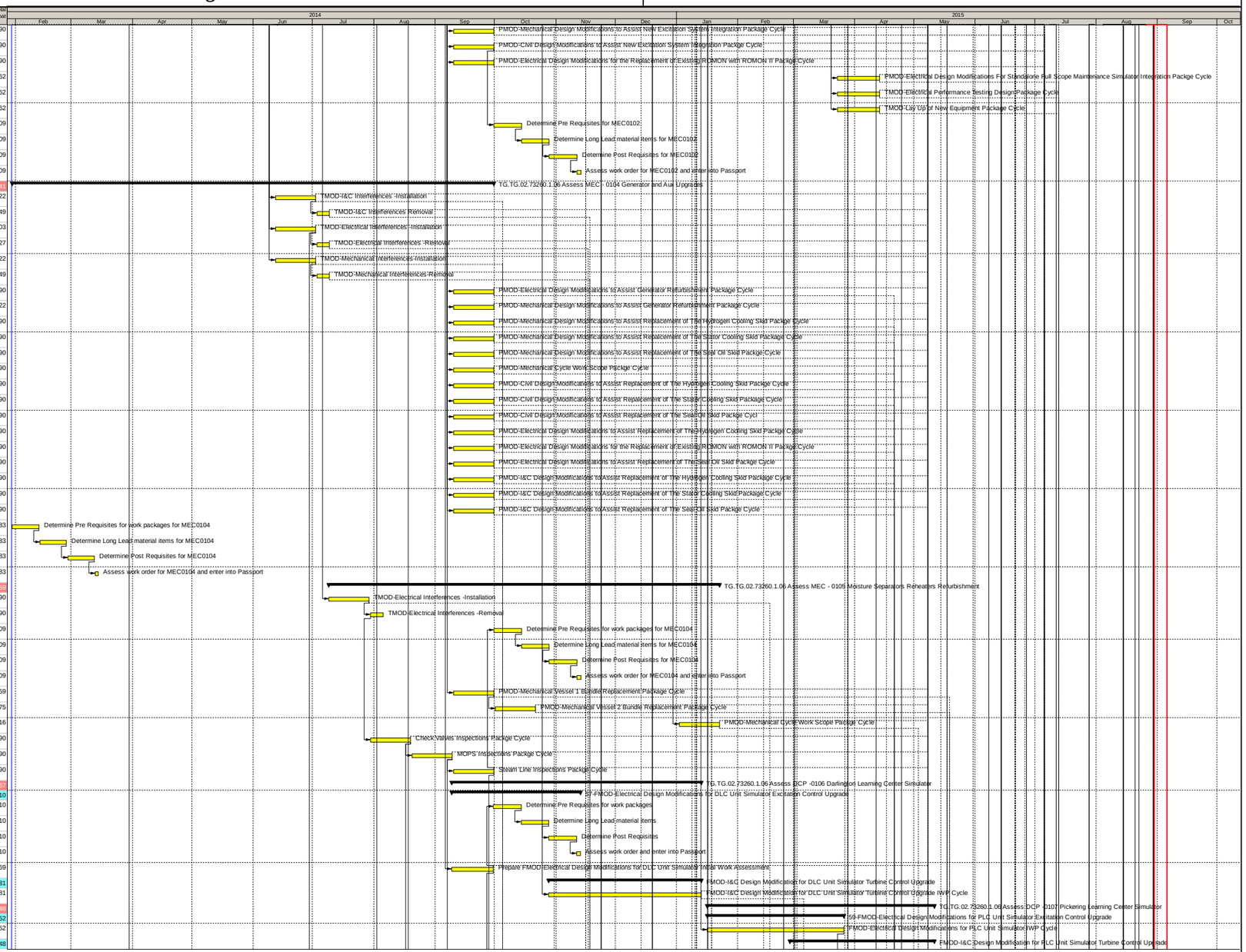
Project Baseline Bar
Critical Act
Milestone
Summary

Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

Darlington TG Definition Phase - Unit 2

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EB-2016-0152
Exhibit D2-2-3
Attachment 8
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-102-IWA-xx090	PMOD-Mechanical Design Modifications to Assist New Excitation System Integration Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-102-IWA-xx100	PMOD-Civil Design Modifications to Assist New Excitation System Integration Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-102-IWA-xx110	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-102-IWA-xx120	PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration Packge Cycle	15	23-Mar-15	13-Apr-15	62
TG-U2-102-IWA-xx140	TMOD-Electrical Performance Testing Design Package Cycle	15	23-Mar-15	13-Apr-15	62
TG-U2-102-IWA-xx150	TMOD-Lay Up of New Equipment Package Cycle	15	23-Mar-15	13-Apr-15	62
TG-U2-102-IWA-xx210	Determine Pre Requisites for MEC0102	10	30-Sep-14	14-Oct-14	209
TG-U2-102-IWA-xx220	Determine Long Lead material items for MEC0102	10	14-Oct-14	28-Oct-14	209
TG-U2-102-IWA-xx230	Determine Post Requisites for MEC0102	10	28-Oct-14	11-Nov-14	209
TG-U2-102-IWA-xx240	Assess work order for MEC0102 and enter into Passport	2	11-Nov-14	13-Nov-14	209
TG.TG.02.73260.1.06 Assess MEC - 0104 Generator and Aux Upgrades		174	30-Jan-14	30-Sep-14	241
TG-U2-104-IWA-xx010	TMOD-I&C Interferences -Installation	15	12-Jun-14	02-Jul-14	222
TG-U2-104-IWA-xx015	TMOD-I&C Interferences Removal	5	03-Jul-14	09-Jul-14	249
TG-U2-104-IWA-xx020	TMOD-Electrical Interferences -Installation	15	12-Jun-14	02-Jul-14	203
TG-U2-104-IWA-xx025	TMOD-Electrical Interferences -Removal	5	03-Jul-14	09-Jul-14	227
TG-U2-104-IWA-xx030	TMOD-Mechanical Interferences-Installation	15	12-Jun-14	02-Jul-14	222
TG-U2-104-IWA-xx035	TMOD-Mechanical Interferences-Removal	5	03-Jul-14	09-Jul-14	249
TG-U2-104-IWA-xx040	PMOD-Electrical Design Modifications to Assist Generator Refurbishment Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx050	PMOD-Mechanical Design Modifications to Assist Generator Refurbishment Package Cycle	15	10-Sep-14	30-Sep-14	222
TG-U2-104-IWA-xx060	PMOD-Mechanical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx070	PMOD-Mechanical Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx080	PMOD-Mechanical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx090	PMOD-Mechanical Cycle Work Scope Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx100	PMOD-Civil Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx110	PMOD-Civil Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx120	PMOD-Civil Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycl	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx130	PMOD-Electrical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx140	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx150	PMOD-Electrical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx160	PMOD-I&C Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx170	PMOD-I&C Design Modifications to Assist Replacement of The Stator Cooling Skid Package Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx180	PMOD-I&C Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG-U2-104-IWA-xx240	Determine Pre Requisites for work packages for MEC0104	10	30-Jan-14	12-Feb-14	383
TG-U2-104-IWA-xx250	Determine Long Lead material items for MEC0104	10	13-Feb-14	26-Feb-14	383
TG-U2-104-IWA-xx260	Determine Post Requisites for MEC0104	10	27-Feb-14	12-Mar-14	383
TG-U2-104-IWA-xx270	Assess work order for MEC0104 and enter into Passport	2	13-Mar-14	14-Mar-14	383
TG.TG.02.73260.1.06 Assess MEC - 0105 Moisture Separators Reheaters Refurbishment		142	09-Jul-14	22-Jan-15	159
TG-U2-105-IWP-xx010	TMOD-Electrical Interferences -Installation	15	09-Jul-14	29-Jul-14	190
TG-U2-105-IWP-xx015	TMOD-Electrical Interferences -Removal	5	30-Jul-14	05-Aug-14	190
TG-U2-105-IWP-xx0200	Determine Pre Requisites for work packages for MEC0104	10	30-Sep-14	14-Oct-14	209
TG-U2-105-IWP-xx0210	Determine Long Lead material items for MEC0104	10	14-Oct-14	28-Oct-14	209
TG-U2-105-IWP-xx0220	Determine Post Requisites for MEC0104	10	28-Oct-14	11-Nov-14	209
TG-U2-105-IWP-xx0230	Assess work order for MEC0104 and enter into Passport	2	11-Nov-14	13-Nov-14	209
TG-U2-105-IWP-xx040	PMOD-Mechanical Vessel 1 Bundle Replacement Package Cycle	15	10-Sep-14	30-Sep-14	159
TG-U2-105-IWP-xx050	PMOD-Mechanical Vessel 2 Bundle Replacement Package Cycle	15	01-Oct-14	21-Oct-14	175
TG-U2-105-IWP-xx060	PMOD-Mechanical Cycle Work Scope Packge Cycle	15	02-Jan-15	22-Jan-15	116
TG-U2-105-IWP-xx070	Check Valves Inspections Packge Cycle	15	30-Jul-14	19-Aug-14	190
TG-U2-105-IWP-xx080	MOPS Inspections Packge Cycle	15	20-Aug-14	09-Sep-14	190
TG-U2-105-IWP-xx090	Steam Line Inspections Packge Cycle	15	10-Sep-14	30-Sep-14	190
TG.TG.02.73260.1.06 Assess DCP -0106 Darlington Learning Center Simulator		90	09-Sep-14	13-Jan-15	167
57-FMOD-Electrical Design Modifications for DLC Unit Simulator Excitation Control Upgrade		47	09-Sep-14	13-Nov-14	210
TG-U2-106-IWA-xx280	Determine Pre Requisites for work packages	10	30-Sep-14	14-Oct-14	210
TG-U2-106-IWA-xx290	Determine Long Lead material items	10	14-Oct-14	28-Oct-14	210
TG-U2-106-IWA-xx300	Determine Post Requisites	10	28-Oct-14	11-Nov-14	210
TG-U2-106-IWA-xx310	Assess work order and enter into Passport	2	11-Nov-14	13-Nov-14	210
TG-U2-106-IWA-xx320	Prepare FMOD-Electrical Design Modifications for DLC Unit Simulator Initial Work Assessment	15	09-Sep-14	30-Sep-14	169
FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade		47	28-Oct-14	13-Jan-15	81
TG-U2-106-IWA-xx330	FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade IWP Cycle	47	28-Oct-14	13-Jan-15	81
TG.TG.02.73260.1.06 Assess DCP -0107 Pickering Learning Center Simulator		76	16-Jan-15	11-May-15	48
59-FMOD-Electrical Design Modifications for PLC Unit Simulator Excitation Control Upgrade		47	16-Jan-15	26-Mar-15	52
TG-U2-107-IWA-xx340	FMOD-Electrical Design Modifications for PLC Unit Simulator IWP Cycle	47	16-Jan-15	26-Mar-15	52
FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade		47	27-Feb-15	11-May-15	48



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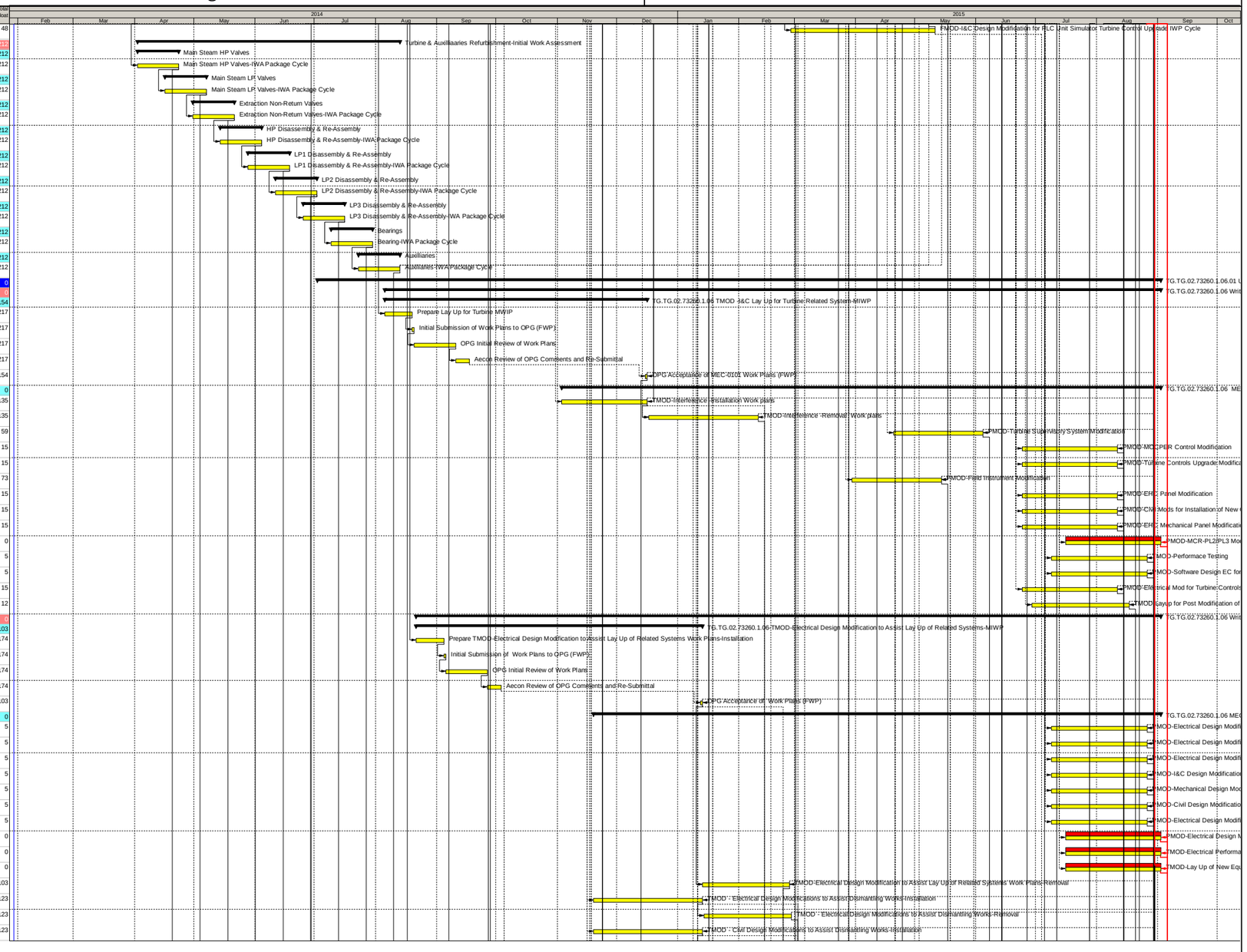
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Project Baseline Bar
Critical Act
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Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

Darlington TG Definition Phase - Unit 2

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-107-IWA-xx350	FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade IWP Cycle	47	27-Feb-15	11-May-15	48
Turbine & Auxilliaaries Refurbishment-Initial Work Assessment		95	02-Apr-14	13-Aug-14	212
Main Steam HP Valves		15	02-Apr-14	23-Apr-14	212
TG-U2-108-IWA-xx360	Main Steam HP Valves-IWA Package Cycle	15	02-Apr-14	23-Apr-14	212
Main Steam LP Valves		15	16-Apr-14	07-May-14	212
TG-U2-108-IWA-xx370	Main Steam LP Valves-IWA Package Cycle	15	16-Apr-14	07-May-14	212
Extraction Non-Return Valves		15	30-Apr-14	21-May-14	212
TG-U2-108-IWA-xx380	Extraction Non-Return Valves-IWA Package Cycle	15	30-Apr-14	21-May-14	212
HP Disassembly & Re-Assembly		15	14-May-14	04-Jun-14	212
TG-U2-108-IWA-xx390	HP Disassembly & Re-Assembly-IWA Package Cycle	15	14-May-14	04-Jun-14	212
LP1 Disassembly & Re-Assembly		15	28-May-14	18-Jun-14	212
TG-U2-108-IWA-xx400	LP1 Disassembly & Re-Assembly-IWA Package Cycle	15	28-May-14	18-Jun-14	212
LP2 Disassembly & Re-Assembly		15	11-Jun-14	02-Jul-14	212
TG-U2-108-IWA-xx410	LP2 Disassembly & Re-Assembly-IWA Package Cycle	15	11-Jun-14	02-Jul-14	212
LP3 Disassembly & Re-Assembly		15	25-Jun-14	16-Jul-14	212
TG-U2-108-IWA-xx420	LP3 Disassembly & Re-Assembly-IWA Package Cycle	15	25-Jun-14	16-Jul-14	212
Bearings		15	09-Jul-14	30-Jul-14	212
TG-U2-108-IWA-xx430	Bearing-IWA Package Cycle	15	09-Jul-14	30-Jul-14	212
Auxilliaries		15	23-Jul-14	13-Aug-14	212
TG-U2-108-IWA-xx440	Auxiliaries-IWA Package Cycle	15	23-Jul-14	13-Aug-14	212
TG.TG.02.73260.1.06.01 Unit 2 Modification Installation Work Plans (FWP)		305	02-Jul-14	02-Sep-15	0
TG.TG.02.73260.1.06 Write FWP MEC - 0101 Turbine Controls Upgrade		281	05-Aug-14	02-Sep-15	0
TG.TG.02.73260.1.06 TMOD -I&C Lay Up for Turbine Related System-MIWP		95	05-Aug-14	16-Dec-14	154
TG-U2-101-MIW-xx150	Prepare Lay Up for Turbine MWIP	10	05-Aug-14	19-Aug-14	217
TG-U2-101-MIW-xx151	Initial Submission of Work Plans to OPG (FWP)	1	19-Aug-14	20-Aug-14	217
TG-U2-101-MIW-xx152	OPG Initial Review of Work Plans	15	20-Aug-14	10-Sep-14	217
TG-U2-101-MIW-xx153	Aecon Review of OPG Comments and Re-Submittal	5	10-Sep-14	17-Sep-14	217
TG-U2-101-MIW-xx154	OPG Acceptance of MEC-0101 Work Plans (FWP)	1	15-Dec-14	16-Dec-14	154
TG.TG.02.73260.1.06 MEC - 0101 Turbine Controls Upgrade-MIWP		199	03-Nov-14	02-Sep-15	0
TG-U2-101-MIW-xx010	TMOD-Interference -Installation Work plans	32	03-Nov-14	16-Dec-14	135
TG-U2-101-MIW-xx015	TMOD-Interference -Removal Work plans	32	17-Dec-14	10-Feb-15	135
TG-U2-101-MIW-xx020	PMOD-Turbine Supervisory System Modification	32	20-Apr-15	04-Jun-15	59
TG-U2-101-MIW-xx030	PMOD-MOCPER Control Modification	32	24-Jun-15	11-Aug-15	15
TG-U2-101-MIW-xx040	PMOD-Turbine Controls Upgrade Modification in UCER & DCC Room	32	24-Jun-15	11-Aug-15	15
TG-U2-101-MIW-xx050	PMOD-Field Instrument Modification	32	30-Mar-15	14-May-15	73
TG-U2-101-MIW-xx060	PMOD-EHC Panel Modification	32	24-Jun-15	11-Aug-15	15
TG-U2-101-MIW-xx070	PMOD-Civil Mods for Installation of New Cabinets & Instrument Panels	32	24-Jun-15	11-Aug-15	15
TG-U2-101-MIW-xx080	PMOD-EHC Mechanical Panel Modification	32	24-Jun-15	11-Aug-15	15
TG-U2-101-MIW-xx090	PMOD-MCR-PL2/PL3 Modifications	32	16-Jul-15	02-Sep-15	0
TG-U2-101-MIW-xx100	TMOD-Performace Testing	32	09-Jul-15	26-Aug-15	5
TG-U2-101-MIW-xx110	PMOD-Software Design EC for All the New Software Maintenance Plans	32	09-Jul-15	26-Aug-15	5
TG-U2-101-MIW-xx130	PMOD-Electrical Mod for Turbine Controls Upgrade	32	24-Jun-15	11-Aug-15	15
TG-U2-101-MIW-xx140	TMOD-Layup for Post Modification of Main Equipment	32	29-Jun-15	17-Aug-15	12
TG.TG.02.73260.1.06 Write FWP MEC - 0102 Generator Excitation Controls Upgrade		269	21-Aug-14	02-Sep-15	0
TG.TG.02.73260.1.06-TMOD-Electrical Design Modification to Assist Lay Up of Related Systems-MIWP		103	21-Aug-14	13-Jan-15	103
TG-U2-102-MIW-xx220	Prepare TMOD-Electrical Design Modification to Assist Lay Up of Related Systems Work Plans-Installation	10	21-Aug-14	04-Sep-14	174
TG-U2-102-MIW-xx221	Initial Submission of Work Plans to OPG (FWP)	1	04-Sep-14	05-Sep-14	174
TG-U2-102-MIW-xx222	OPG Initial Review of Work Plans	15	05-Sep-14	26-Sep-14	174
TG-U2-102-MIW-xx223	Aecon Review of OPG Comments and Re-Submittal	5	26-Sep-14	03-Oct-14	174
TG-U2-102-MIW-xx224	OPG Acceptance of Work Plans (FWP)	1	12-Jan-15	13-Jan-15	103
TG.TG.02.73260.1.06 MEC - 0102 Generator Excitation Controls Upgrade-MIWP		206	19-Nov-14	02-Sep-15	0
TG-U2-102-MIW-xx070	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Power Cubicle Package Cycle	32	09-Jul-15	26-Aug-15	5
TG-U2-102-MIW-xx080	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Control Cubicle Package Cycle	32	09-Jul-15	26-Aug-15	5
TG-U2-102-MIW-xx090	PMOD-Electrical Design Modifications to Assist New Excitation System Integration Package Cycle	32	09-Jul-15	26-Aug-15	5
TG-U2-102-MIW-xx100	PMOD-I&C Design Modifications to Assist New Excitation System Integration Package Cycle	32	09-Jul-15	26-Aug-15	5
TG-U2-102-MIW-xx110	PMOD-Mechanical Design Modifications to Assist New Excitation System Integration Package Cycle	32	09-Jul-15	26-Aug-15	5
TG-U2-102-MIW-xx120	PMOD-Civil Design Modifications to Assist New Excitation System Integration Packge Cycle	32	09-Jul-15	26-Aug-15	5
TG-U2-102-MIW-xx130	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Packge Cycle	32	09-Jul-15	26-Aug-15	5
TG-U2-102-MIW-xx140	PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration Packge Cycle	32	16-Jul-15	02-Sep-15	0
TG-U2-102-MIW-xx160	TMOD-Electrical Performance Testing Design Package Cycle	32	16-Jul-15	02-Sep-15	0
TG-U2-102-MIW-xx170	TMOD-Lay Up of New Equipment Package Cycle	32	16-Jul-15	02-Sep-15	0
TG-U2-102-MIW-xx187	TMOD-Electrical Design Modification to Assist Lay Up of Related Systems Work Plans-Removal	32	13-Jan-15	26-Feb-15	103
TG-U2-102-MIW-xx190	TMOD - Electrical Design Modifications to Assist Dismantling Works-Installation	32	19-Nov-14	13-Jan-15	123
TG-U2-102-MIW-xx195	TMOD - Electrical Design Modifications to Assist Dismantling Works-Removal	32	14-Jan-15	27-Feb-15	123
TG-U2-102-MIW-xx200	TMOD - Civil Design Modifications to Assist Dismantling Works-Installation	32	19-Nov-14	13-Jan-15	123



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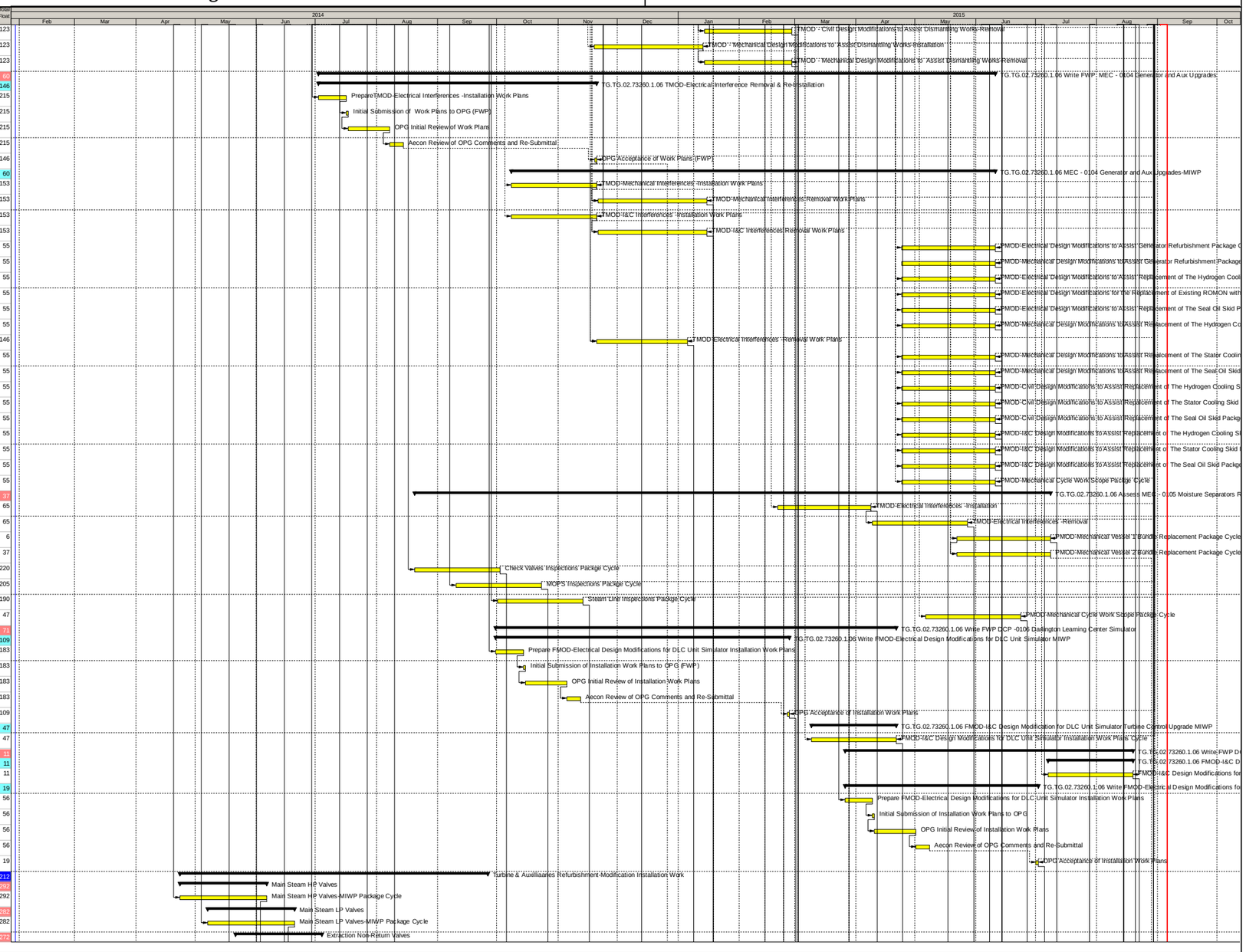
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

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Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-102-MIW-xx205	TMOD - Civil Design Modifications to Assist Dismantling Works-Removal	32	14-Jan-15	27-Feb-15	123
TG-U2-102-MIW-xx210	TMOD - Mechanical Design Modifications to Assist Dismantling Works-Installation	32	19-Nov-14	13-Jan-15	123
TG-U2-102-MIW-xx215	TMOD - Mechanical Design Modifications to Assist Dismantling Works-Removal	32	14-Jan-15	27-Feb-15	123
TG.TG.02.73260.1.06 Write FWP MEC - 0104 Generator and Aux Upgrades		245	02-Jul-14	10-Jun-15	60
TG.TG.02.73260.1.06 TMOD-Electrical Interference Removal & Re-Installation		101	02-Jul-14	20-Nov-14	146
TG-U2-104-MIW-xx200	PrepareTMOD-Electrical Interferences -Installation Work Plans	10	02-Jul-14	16-Jul-14	215
TG-U2-104-MIW-xx201	Initial Submission of Work Plans to OPG (FWP)	1	16-Jul-14	17-Jul-14	215
TG-U2-104-MIW-xx202	OPG Initial Review of Work Plans	15	17-Jul-14	07-Aug-14	215
TG-U2-104-MIW-xx203	Aecon Review of OPG Comments and Re-Submittal	5	07-Aug-14	14-Aug-14	215
TG-U2-104-MIW-xx204	OPG Acceptance of Work Plans (FWP)	1	19-Nov-14	20-Nov-14	146
TG.TG.02.73260.1.06 MEC - 0104 Generator and Aux Upgrades-MIWP		176	08-Oct-14	10-Jun-15	60
TG-U2-104-MIW-xx020	TMOD-Mechanical Interferences -Installation Work Plans	32	08-Oct-14	20-Nov-14	153
TG-U2-104-MIW-xx025	TMOD-Mechanical Interferences Removal Work Plans	32	21-Nov-14	15-Jan-15	153
TG-U2-104-MIW-xx030	TMOD-I&C Interferences -Installation Work Plans	32	08-Oct-14	20-Nov-14	153
TG-U2-104-MIW-xx035	TMOD-I&C Interferences Removal Work Plans	32	21-Nov-14	15-Jan-15	153
TG-U2-104-MIW-xx040	PMOD-Electrical Design Modifications to Assist Generator Refurbishment Package Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx050	PMOD-Mechanical Design Modifications to Assist Generator Refurbishment Package Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx060	PMOD-Electrical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx070	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx080	PMOD-Electrical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx090	PMOD-Mechanical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx099	TMOD-Electrical Interferences -Removal Work Plans	32	20-Nov-14	05-Jan-15	146
TG-U2-104-MIW-xx100	PMOD-Mechanical Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx110	PMOD-Mechanical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx120	PMOD-Civil Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx130	PMOD-Civil Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx140	PMOD-Civil Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx150	PMOD-I&C Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Package Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx160	PMOD-I&C Design Modifications to Assist Replacement of The Stator Cooling Skid Package Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx170	PMOD-I&C Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG-U2-104-MIW-xx190	PMOD-Mechanical Cycle Work Scope Packge Cycle	32	24-Apr-15	10-Jun-15	55
TG.TG.02.73260.1.06 Assess MEC - 0105 Moisture Separators Reheaters Refurbishment		215	20-Aug-14	08-Jul-15	37
TG-U2-105-MIW-xx010	TMOD-Electrical Interferences -Installation	32	20-Feb-15	08-Apr-15	65
TG-U2-105-MIW-xx0120	TMOD-Electrical Interferences -Removal	32	09-Apr-15	27-May-15	65
TG-U2-105-MIW-xx020	PMOD-Mechanical Vessel 1 Bundle Replacement Package Cycle	32	22-May-15	08-Jul-15	6
TG-U2-105-MIW-xx030	PMOD-Mechanical Vessel 2 Bundle Replacement Package Cycle	32	22-May-15	08-Jul-15	37
TG-U2-105-MIW-xx040	Check Valves Inspections Packge Cycle	32	20-Aug-14	02-Oct-14	220
TG-U2-105-MIW-xx050	MOPS Inspections Packge Cycle	32	10-Sep-14	23-Oct-14	205
TG-U2-105-MIW-xx060	Steam Line Inspections Packge Cycle	32	01-Oct-14	13-Nov-14	190
TG-U2-105-MIW-xx070	PMOD-Mechanical Cycle Work Scope Packge Cycle	32	06-May-15	23-Jun-15	47
TG.TG.02.73260.1.06 Write FWP DCP -0106 Darlington Learning Center Simulator		145	30-Sep-14	21-Apr-15	71
TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for DLC Unit Simulator MIWP		107	30-Sep-14	26-Feb-15	109
TG-U2-106-MIW-xx1.0	Prepare FMOD-Electrical Design Modifications for DLC Unit Simulator Installation Work Plans	10	30-Sep-14	14-Oct-14	183
TG-U2-106-MIW-xx1.1	Initial Submission of Installation Work Plans to OPG (FWP)	1	14-Oct-14	15-Oct-14	183
TG-U2-106-MIW-xx1.2	OPG Initial Review of Installation Work Plans	15	15-Oct-14	05-Nov-14	183
TG-U2-106-MIW-xx1.3	Aecon Review of OPG Comments and Re-Submittal	5	05-Nov-14	12-Nov-14	183
TG-U2-106-MIW-xx1.4	OPG Acceptance of Installation Work Plans	1	25-Feb-15	26-Feb-15	109
TG.TG.02.73260.1.06 FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade MIWP		31	09-Mar-15	21-Apr-15	47
TG-U2-106-MIW-xx20	FMOD-I&C Design Modifications for DLC Unit Simulator Installation Work Plans Cycle	31	09-Mar-15	21-Apr-15	47
TG.TG.02.73260.1.06 Write FWP DCP -0107 Pickering Learning Center Simulator		104	26-Mar-15	19-Aug-15	11
TG.TG.02.73260.1.06 FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade MIWP		31	07-Jul-15	19-Aug-15	11
TG-U2-107-MIW-xx20	FMOD-I&C Design Modifications for PLC Unit Simulator Installation Work Plans Cycle	31	07-Jul-15	19-Aug-15	11
TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for PLC Unit Simulator MIWP		70	26-Mar-15	02-Jul-15	19
TG-U2-107-MIW-xx1.0	Prepare FMOD-Electrical Design Modifications for DLC Unit Simulator Installation Work Plans	10	26-Mar-15	09-Apr-15	56
TG-U2-107-MIW-xx1.1	Initial Submission of Installation Work Plans to OPG	1	09-Apr-15	10-Apr-15	56
TG-U2-107-MIW-xx1.2	OPG Initial Review of Installation Work Plans	15	10-Apr-15	01-May-15	56
TG-U2-107-MIW-xx1.3	Aecon Review of OPG Comments and Re-Submittal	5	01-May-15	08-May-15	56
TG-U2-107-MIW-xx1.4	OPG Acceptance of Installation Work Plans	1	01-Jul-15	02-Jul-15	19
Turbine & Auxilliaaries Refurbishment-Modification Installation Work		112	23-Apr-14	26-Sep-14	212
Main Steam HP Valves		32	23-Apr-14	06-Jun-14	292
TG-U2-108-MIW-xx10	Main Steam HP Valves-MIWP Package Cycle	32	23-Apr-14	06-Jun-14	292
Main Steam LP Valves		32	07-May-14	20-Jun-14	282
TG-U2-108-MIW-xx20	Main Steam LP Valves-MIWP Package Cycle	32	07-May-14	20-Jun-14	282
Extraction Non-Return Valves		32	21-May-14	04-Jul-14	272



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Refurbishment of Turbine Generator

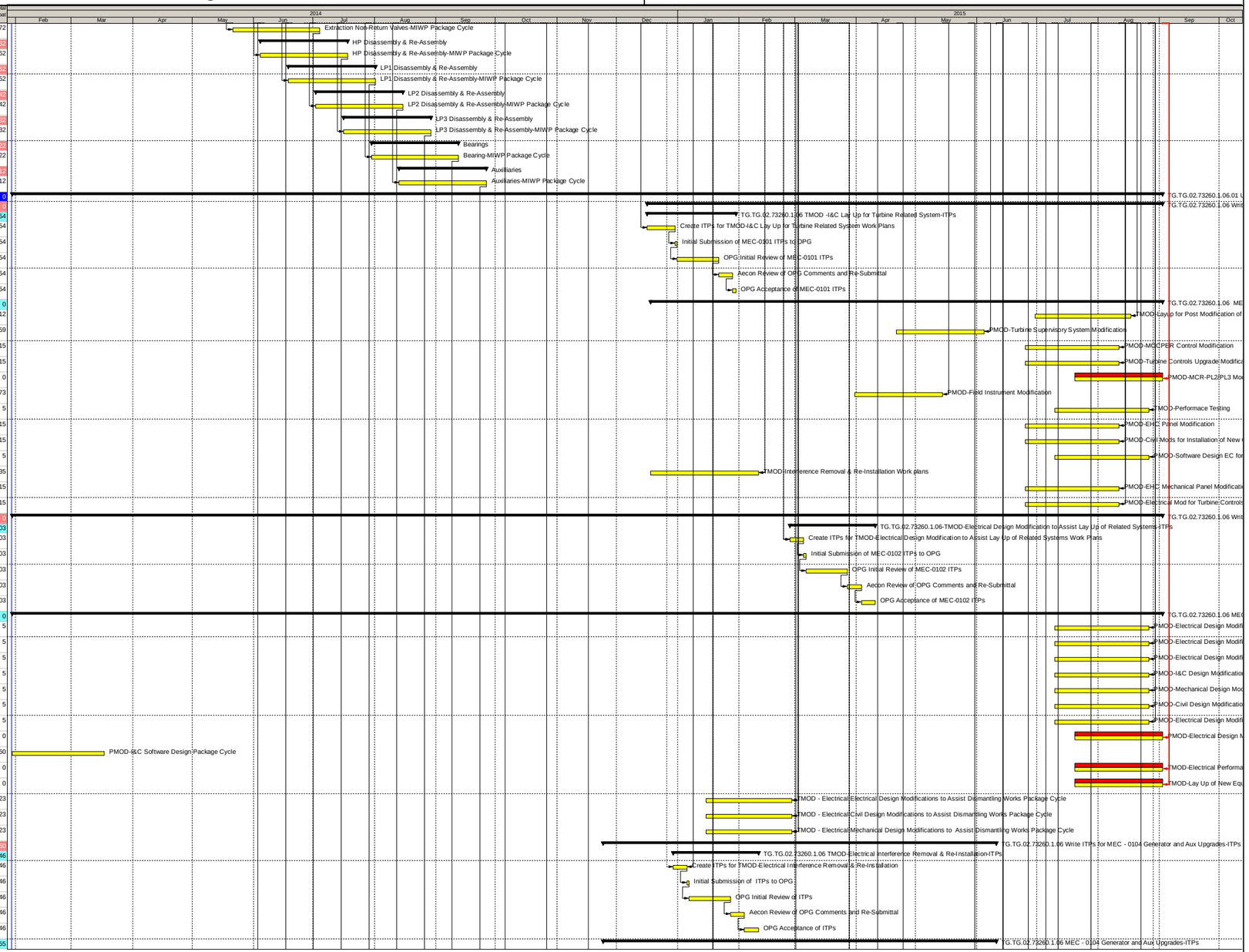
OPG

Project Baseline Bar
Critical Act
Milestone
Summary

Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

Darlington TG Definition Phase - Unit 2

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-108-MIW-xx30	Extraction Non-Return Valves-MIWP Package Cycle	32	21-May-14	04-Jul-14	272
HP Disassembly & Re-Assembly		32	04-Jun-14	18-Jul-14	262
TG-U2-108-MIW-xx40	HP Disassembly & Re-Assembly-MIWP Package Cycle	32	04-Jun-14	18-Jul-14	262
LP1 Disassembly & Re-Assembly		32	18-Jun-14	01-Aug-14	252
TG-U2-108-MIW-xx50	LP1 Disassembly & Re-Assembly-MIWP Package Cycle	32	18-Jun-14	01-Aug-14	252
LP2 Disassembly & Re-Assembly		32	02-Jul-14	15-Aug-14	242
TG-U2-108-MIW-xx60	LP2 Disassembly & Re-Assembly-MIWP Package Cycle	32	02-Jul-14	15-Aug-14	242
LP3 Disassembly & Re-Assembly		32	16-Jul-14	29-Aug-14	232
TG-U2-108-MIW-xx70	LP3 Disassembly & Re-Assembly-MIWP Package Cycle	32	16-Jul-14	29-Aug-14	232
Bearings		32	30-Jul-14	12-Sep-14	222
TG-U2-108-MIW-xx80	Bearing-MIWP Package Cycle	32	30-Jul-14	12-Sep-14	222
Auxiliaries		32	13-Aug-14	26-Sep-14	212
TG-U2-108-MIW-xx90	Auxiliaries-MIWP Package Cycle	32	13-Aug-14	26-Sep-14	212
TG.TG.02.73260.1.06.01 Unit 2 Inspection Test Plan		415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.06 Write ITPs for MEC - 0101 Turbine Controls Upgrade		186	16-Dec-14	02-Sep-15	0
TG.TG.02.73260.1.06 TMOD -I&C Lay Up for Turbine Related System-ITPs		32	16-Dec-14	30-Jan-15	154
TG-U2-101-ITP-xx150	Create ITPs for TMOD-I&C Lay Up for Turbine Related System Work Plans	10	16-Dec-14	30-Dec-14	154
TG-U2-101-ITP-xx151	Initial Submission of MEC-0101 ITPs to OPG	1	30-Dec-14	31-Dec-14	154
TG-U2-101-ITP-xx152	OPG Initial Review of MEC-0101 ITPs	15	31-Dec-14	21-Jan-15	154
TG-U2-101-ITP-xx153	Aecon Review of OPG Comments and Re-Submittal	5	21-Jan-15	28-Jan-15	154
TG-U2-101-ITP-xx154	OPG Acceptance of MEC-0101 ITPs	1	28-Jan-15	30-Jan-15	154
TG.TG.02.73260.1.06 MEC - 0101 Turbine Controls Upgrade-ITPs		166	18-Dec-14	02-Sep-15	0
TG-U2-101-ITP-xx010	TMOD-Layup for Post Modification of Main Equipment	31	30-Jun-15	17-Aug-15	12
TG-U2-101-ITP-xx020	PMOD-Turbine Supervisory System Modification	31	21-Apr-15	04-Jun-15	59
TG-U2-101-ITP-xx030	PMOD-MOCPER Control Modification	31	25-Jun-15	11-Aug-15	15
TG-U2-101-ITP-xx040	PMOD-Turbine Controls Upgrade Modification in UCER & DCC Room	31	25-Jun-15	11-Aug-15	15
TG-U2-101-ITP-xx050	PMOD-MCR-PL2/PL3 Modifications	31	20-Jul-15	02-Sep-15	0
TG-U2-101-ITP-xx060	PMOD-Field Instrument Modification	31	31-Mar-15	14-May-15	73
TG-U2-101-ITP-xx070	TMOD-Performace Testing	31	10-Jul-15	26-Aug-15	5
TG-U2-101-ITP-xx080	PMOD-EHC Panel Modification	31	25-Jun-15	11-Aug-15	15
TG-U2-101-ITP-xx090	PMOD-Civil Mods for Installation of New Cabinets & Instrument Panels	31	25-Jun-15	11-Aug-15	15
TG-U2-101-ITP-xx100	PMOD-Software Design EC for All the New Software Maintenance Plans	31	10-Jul-15	26-Aug-15	5
TG-U2-101-ITP-xx120	TMOD-Interference Removal & Re-Installation Work plans	31	18-Dec-14	10-Feb-15	135
TG-U2-101-ITP-xx130	PMOD-EHC Mechanical Panel Modification	31	25-Jun-15	11-Aug-15	15
TG-U2-101-ITP-xx140	PMOD-Electrical Mod for Turbine Controls Upgrade	31	25-Jun-15	11-Aug-15	15
TG.TG.02.73260.1.06 Write ITPs for MEC - 0102 Generator Excitation Controls-ITPs		415	30-Jan-14	02-Sep-15	0
TG.TG.02.73260.1.06-TMOD-Electrical Design Modification to Assist Lay Up of Related Systems-ITPs		31	26-Feb-15	10-Apr-15	103
TG-U2-102-ITP-xx160	Create ITPs for TMOD-Electrical Design Modification to Assist Lay Up of Related Systems Work Plans	5	26-Feb-15	05-Mar-15	103
TG-U2-102-ITP-xx161	Initial Submission of MEC-0102 ITPs to OPG	1	05-Mar-15	06-Mar-15	103
TG-U2-102-ITP-xx162	OPG Initial Review of MEC-0102 ITPs	15	06-Mar-15	27-Mar-15	103
TG-U2-102-ITP-xx163	Aecon Review of OPG Comments and Re-Submittal	5	27-Mar-15	03-Apr-15	103
TG-U2-102-ITP-xx164	OPG Acceptance of MEC-0102 ITPs	5	03-Apr-15	10-Apr-15	103
TG.TG.02.73260.1.06 MEC - 0102 Generator Excitation Controls Upgrade-ITPs		391	30-Jan-14	02-Sep-15	0
TG-U2-102-ITP-xx010	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Power Cubicle Package Cycle	31	10-Jul-15	26-Aug-15	5
TG-U2-102-ITP-xx020	PMOD-Electrical Design Modifications to Assist Replacement of The Excitation System-Control Cubicle Package Cycle	31	10-Jul-15	26-Aug-15	5
TG-U2-102-ITP-xx030	PMOD-Electrical Design Modifications to Assist New Excitation System Integration Package Cycle	31	10-Jul-15	26-Aug-15	5
TG-U2-102-ITP-xx040	PMOD-I&C Design Modifications to Assist New Excitation System Integration Package Cycle	31	10-Jul-15	26-Aug-15	5
TG-U2-102-ITP-xx050	PMOD-Mechanical Design Modifications to Assist New Excitation System Integration Package Cycle	31	10-Jul-15	26-Aug-15	5
TG-U2-102-ITP-xx060	PMOD-Civil Design Modifications to Assist New Excitation System Integration Package Cycle	31	10-Jul-15	26-Aug-15	5
TG-U2-102-ITP-xx070	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Package Cycle	31	10-Jul-15	26-Aug-15	5
TG-U2-102-ITP-xx080	PMOD-Electrical Design Modifications For Standalone Full Scope Maintenance Simulator Integration Package Cycle	31	20-Jul-15	02-Sep-15	0
TG-U2-102-ITP-xx090	PMOD-I&C Software Design Package Cycle	31	30-Jan-14	17-Mar-14	360
TG-U2-102-ITP-xx100	TMOD-Electrical Performance Testing Design Package Cycle	31	20-Jul-15	02-Sep-15	0
TG-U2-102-ITP-xx110	TMOD-Lay Up of New Equipment Package Cycle	31	20-Jul-15	02-Sep-15	0
TG-U2-102-ITP-xx130	TMOD - Electrical Electrical Design Modifications to Assist Dismantling Works Package Cycle	31	15-Jan-15	27-Feb-15	123
TG-U2-102-ITP-xx140	TMOD - Electrical Civil Design Modifications to Assist Dismantling Works Package Cycle	31	15-Jan-15	27-Feb-15	123
TG-U2-102-ITP-xx150	TMOD - Electrical Mechanical Design Modifications to Assist Dismantling Works Package Cycle	31	15-Jan-15	27-Feb-15	123
TG.TG.02.73260.1.06 Write ITPs for MEC - 0104 Generator and Aux Upgrades-ITPs		143	24-Nov-14	10-Jun-15	66
TG.TG.02.73260.1.06 TMOD-Electrical Interference Removal & Re-Installation-ITPs		31	29-Dec-14	10-Feb-15	146
TG-U2-104-ITP-xx190	Create ITPs for TMOD-Electrical Interference Removal & Re-Installation	5	29-Dec-14	05-Jan-15	146
TG-U2-104-ITP-xx191	Initial Submission of ITPs to OPG	1	05-Jan-15	06-Jan-15	146
TG-U2-104-ITP-xx192	OPG Initial Review of ITPs	15	06-Jan-15	27-Jan-15	146
TG-U2-104-ITP-xx193	Aecon Review of OPG Comments and Re-Submittal	5	27-Jan-15	03-Feb-15	146
TG-U2-104-ITP-xx194	OPG Acceptance of ITPs	5	03-Feb-15	10-Feb-15	146
TG.TG.02.73260.1.06 MEC - 0104 Generator and Aux Upgrades-ITPs		129	24-Nov-14	10-Jun-15	55



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Refurbishment of Turbine Generator

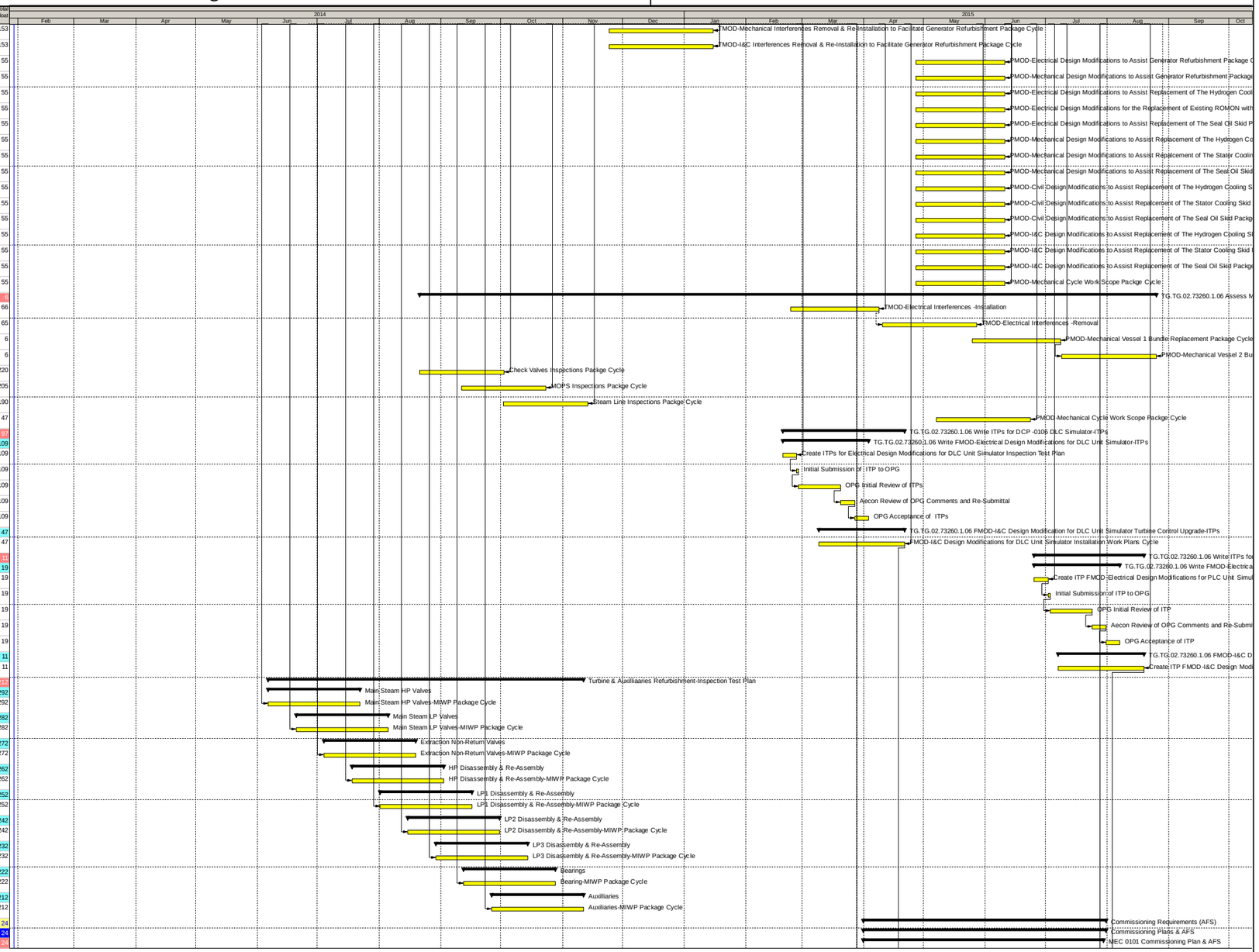
OPG

Project Baseline Bar
Critical Act
Milestone
Summary

Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

Darlington TG Definition Phase - Unit 2

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-104-ITP-xx010	TMOD-Mechanical Interferences Removal & Re-Installation to Facilitate Generator Refurbishment Package Cycle	31	24-Nov-14	15-Jan-15	153
TG-U2-104-ITP-xx020	TMOD-I&C Interferences Removal & Re-Installation to Facilitate Generator Refurbishment Package Cycle	31	24-Nov-14	15-Jan-15	153
TG-U2-104-ITP-xx030	PMOD-Electrical Design Modifications to Assist Generator Refurbishment Package Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx040	PMOD-Mechanical Design Modifications to Assist Generator Refurbishment Package Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx050	PMOD-Electrical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx060	PMOD-Electrical Design Modifications for the Replacement of Existing ROMON with ROMON II Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx070	PMOD-Electrical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx080	PMOD-Mechanical Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx090	PMOD-Mechanical Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx100	PMOD-Mechanical Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx110	PMOD-Civil Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx120	PMOD-Civil Design Modifications to Assist Repalcement of The Stator Cooling Skid Package Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx130	PMOD-Civil Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx140	PMOD-I&C Design Modifications to Assist Replacement of The Hydrogen Cooling Skid Package Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx150	PMOD-I&C Design Modifications to Assist Replacement of The Stator Cooling Skid Package Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx160	PMOD-I&C Design Modifications to Assist Replacement of The Seal Oil Skid Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG-U2-104-ITP-xx180	PMOD-Mechanical Cycle Work Scope Packge Cycle	31	27-Apr-15	10-Jun-15	55
TG.TG.02.73260.1.06 Assess MEC - 0105 Moisture Separators Reheaters Refurbishment		245	21-Aug-14	25-Aug-15	6
TG-U2-105-ITP-xx010	TMOD-Electrical Interferences -Installation	31	23-Feb-15	08-Apr-15	66
TG-U2-105-ITP-xx015	TMOD-Electrical Interferences -Removal	31	10-Apr-15	27-May-15	65
TG-U2-105-ITP-xx020	PMOD-Mechanical Vessel 1 Bundle Replacement Package Cycle	31	25-May-15	08-Jul-15	6
TG-U2-105-ITP-xx030	PMOD-Mechanical Vessel 2 Bundle Replacement Package Cycle	31	09-Jul-15	25-Aug-15	6
TG-U2-105-ITP-xx040	Check Valves Inspections Packge Cycle	31	21-Aug-14	02-Oct-14	220
TG-U2-105-ITP-xx050	MOPS Inspections Packge Cycle	31	11-Sep-14	23-Oct-14	205
TG-U2-105-ITP-xx060	Steam Line Inspections Packge Cycle	31	02-Oct-14	13-Nov-14	190
TG-U2-105-ITP-xx070	PMOD-Mechanical Cycle Work Scope Packge Cycle	31	07-May-15	23-Jun-15	47
TG.TG.02.73260.1.06 Write ITPs for DCP -0106 DLC Simulator-ITPs		43	19-Feb-15	21-Apr-15	97
TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for DLC Unit Simulator-ITPs		31	19-Feb-15	03-Apr-15	109
TG-U2-106-ITP-xx010	Create ITPs for Electrical Design Modifications for DLC Unit Simulator Inspection Test Plan	5	19-Feb-15	26-Feb-15	109
TG-U2-106-ITP-xx011	Initial Submission of ITP to OPG	1	26-Feb-15	27-Feb-15	109
TG-U2-106-ITP-xx012	OPG Initial Review of ITPs	15	27-Feb-15	20-Mar-15	109
TG-U2-106-ITP-xx013	Aecon Review of OPG Comments and Re-Submittal	5	20-Mar-15	27-Mar-15	109
TG-U2-106-ITP-xx014	OPG Acceptance of ITPs	5	27-Mar-15	03-Apr-15	109
TG.TG.02.73260.1.06 FMOD-I&C Design Modification for DLC Unit Simulator Turbine Control Upgrade-ITPs		31	09-Mar-15	21-Apr-15	47
TG-U2-106-ITP-xx020	FMOD-I&C Design Modifications for DLC Unit Simulator Installation Work Plans Cycle	31	09-Mar-15	21-Apr-15	47
TG.TG.02.73260.1.06 Write ITPs for DCP -0107 PLC Simulator-ITPs		39	25-Jun-15	19-Aug-15	11
TG.TG.02.73260.1.06 Write FMOD-Electrical Design Modifications for PLC Unit Simulator ITPs		31	25-Jun-15	07-Aug-15	19
TG-U2-107-ITP-xx010	Create ITP FMOD-Electrical Design Modifications for PLC Unit Simulator	5	25-Jun-15	02-Jul-15	19
TG-U2-107-ITP-xx011	Initial Submission of ITP to OPG	1	02-Jul-15	03-Jul-15	19
TG-U2-107-ITP-xx012	OPG Initial Review of ITP	15	03-Jul-15	24-Jul-15	19
TG-U2-107-ITP-xx013	Aecon Review of OPG Comments and Re-Submittal	5	24-Jul-15	31-Jul-15	19
TG-U2-107-ITP-xx014	OPG Acceptance of ITP	5	31-Jul-15	07-Aug-15	19
TG.TG.02.73260.1.06 FMOD-I&C Design Modification for PLC Unit Simulator Turbine Control Upgrade ITPs		31	07-Jul-15	19-Aug-15	11
TG-U2-107-ITP-xx020	Create ITP FMOD-I&C Design Modifications for PLC Unit Simulator Cycle	31	07-Jul-15	19-Aug-15	11
Turbine & Auxilliaaries Refurbishment-Inspection Test Plan		112	06-Jun-14	11-Nov-14	212
Main Steam HP Valves		32	06-Jun-14	22-Jul-14	292
TG-U2-108-ITP-xx10	Main Steam HP Valves-MIWP Package Cycle	32	06-Jun-14	22-Jul-14	292
Main Steam LP Valves		32	20-Jun-14	05-Aug-14	282
TG-U2-108-ITP-xx20	Main Steam LP Valves-MIWP Package Cycle	32	20-Jun-14	05-Aug-14	282
Extraction Non-Return Valves		32	04-Jul-14	19-Aug-14	272
TG-U2-108-ITP-xx30	Extraction Non-Return Valves-MIWP Package Cycle	32	04-Jul-14	19-Aug-14	272
HP Disassembly & Re-Assembly		32	18-Jul-14	02-Sep-14	262
TG-U2-108-ITP-xx40	HP Disassembly & Re-Assembly-MIWP Package Cycle	32	18-Jul-14	02-Sep-14	262
LP1 Disassembly & Re-Assembly		32	01-Aug-14	16-Sep-14	252
TG-U2-108-ITP-xx50	LP1 Disassembly & Re-Assembly-MIWP Package Cycle	32	01-Aug-14	16-Sep-14	252
LP2 Disassembly & Re-Assembly		32	15-Aug-14	30-Sep-14	242
TG-U2-108-ITP-xx60	LP2 Disassembly & Re-Assembly-MIWP Package Cycle	32	15-Aug-14	30-Sep-14	242
LP3 Disassembly & Re-Assembly		32	29-Aug-14	14-Oct-14	232
TG-U2-108-ITP-xx70	LP3 Disassembly & Re-Assembly-MIWP Package Cycle	32	29-Aug-14	14-Oct-14	232
Bearings		32	12-Sep-14	28-Oct-14	222
TG-U2-108-ITP-xx80	Bearing-MIWP Package Cycle	32	12-Sep-14	28-Oct-14	222
Auxilliaries		32	26-Sep-14	11-Nov-14	212
TG-U2-108-ITP-xx90	Auxiliaries-MIWP Package Cycle	32	26-Sep-14	11-Nov-14	212
Commissioning Requirements (AFS)		88	31-Mar-15	31-Jul-15	24
Commissioning Plans & AFS		88	31-Mar-15	31-Jul-15	24
MEC 0101 Commissioning Plan & AFS		86	31-Mar-15	30-Jul-15	24



SNC·LAVALIN Nuclear

AECON Joint Venture

Darlington Nuclear

Refurbishment of Turbine Generator

OPG

Project Baseline Bar
Critical Act
Milestone
Summary

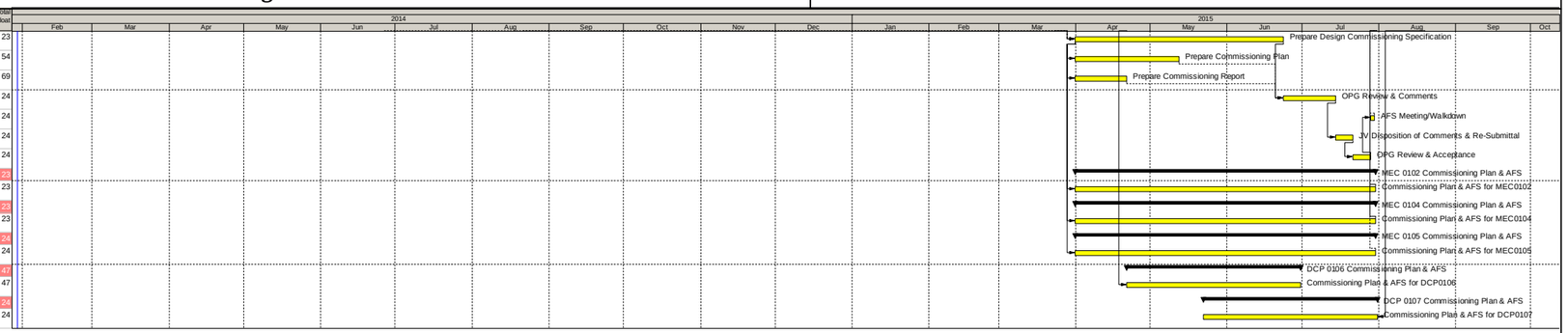
Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

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Darlington TG Definition Phase - Unit 2

20-Aug-13

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
TG-U2-101-COM-1000	Prepare Design Commissioning Specification	60	31-Mar-15	23-Jun-15	23
TG-U2-101-COM-1010	Prepare Commissioning Plan	30	31-Mar-15	12-May-15	54
TG-U2-101-COM-1020	Prepare Commissioning Report	15	31-Mar-15	21-Apr-15	69
TG-U2-101-COM-1030	OPG Review & Comments	15	23-Jun-15	14-Jul-15	24
TG-U2-101-COM-1040	AFS Meeting/Walkdown	1	28-Jul-15	30-Jul-15	24
TG-U2-101-COM-1050	JV Disposition of Comments & Re-Submittal	5	14-Jul-15	21-Jul-15	24
TG-U2-101-COM-1060	OPG Review & Acceptance	5	21-Jul-15	28-Jul-15	24
MEC 0102 Commissioning Plan & AFS		87	31-Mar-15	30-Jul-15	23
TG-U2-102-COM-1000	Commissioning Plan & AFS for MEC0102	87	31-Mar-15	30-Jul-15	23
MEC 0104 Commissioning Plan & AFS		87	31-Mar-15	30-Jul-15	23
TG-U2-104-COM-1000	Commissioning Plan & AFS for MEC0104	87	31-Mar-15	30-Jul-15	23
MEC 0105 Commissioning Plan & AFS		87	31-Mar-15	30-Jul-15	24
TG-U2-105-COM-1000	Commissioning Plan & AFS for MEC0105	87	31-Mar-15	30-Jul-15	24
DCP 0106 Commissioning Plan & AFS		50	21-Apr-15	30-Jun-15	47
TG-U2-106-COM-1000	Commissioning Plan & AFS for DCP0106	50	21-Apr-15	30-Jun-15	47
DCP 0107 Commissioning Plan & AFS		50	22-May-15	31-Jul-15	24
TG-U2-107-COM-1000	Commissioning Plan & AFS for DCP0107	50	22-May-15	31-Jul-15	24



SNC·LAVALIN Nuclear
AECON Joint Venture

Darlington Nuclear

Refurbishment of Turbine Generator

OPG

Project Baseline Bar
Critical Act
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Date	Revision	Checked	Approved
19-Aug-13	Data Date Jan30,2014	Raj S P.Eng	M. Shousheh P.Eng
	Prep By :M. Atheri		

Schedule 2.7(a)(3) - Submittal Schedule

See attached

Schedule 2.7(a)(3) - Submittal Schedule

The Contractor will provide updated versions of the Definition Phase Progress Schedule and the Definition Phase Submittal Schedule to OPG within 90 days of the date of this Agreement.

Schedule 2.7(a)(4) - ESES Deliverables Schedule

First Unit (Unit 2) ESES Milestones Prior to Breaker Open	Baseline Schedule Completion Date by ESES (dd/mm/yyyy)
Turbine Controls	**Date**
U2 Eng Equip TC_Completion of Preliminary Engineering (TSSM)	28/10/2013
U2 Eng Equip TC_Completion of 50% Design Engineering (TSSM)	20/03/2014
U2 Eng Equip TC_Completion of Design Engineering (TSSM)	10/11/2014
U2 Eng Equip TC_Completion of Material Procurement (TSSM)	20/02/2015
U2 Eng Equip TC_Completion of FAT Procedures (TSSM)	20/02/2015
U2 Eng Equip TC_Completion of FAT Testing (TSSM)	30/07/2015
U2 Eng Equip TC_Unit Material Staged/Delivered (TSSM)	29/06/2016
U2 Eng Equip TC_Completion of Preliminary Engineering (PAC)	06/02/2014
U2 Eng Equip TC_Completion of 50% Design Engineering (PAC)	14/07/2014
U2 Eng Equip TC_Completion of Design Engineering (PAC)	23/12/2014
U2 Eng Equip TC_Completion of Material Procurement (PAC)	13/11/2014
U2 Eng Equip TC_Completion of FAT Procedures (PAC)	19/10/2015
U2 Eng Equip TC_Completion of FAT Testing (PAC)	17/03/2016
U2 Eng Equip TC_Unit Material Staged/Delivered (PAC)	15/07/2016
*Note: Outside TC Design Engineering Completion Date	23/03/2015
Excitation Controls	**Date**
U2 Eng Equip EC_Completion of Preliminary Engineering (PAC)	07/04/2014
U2 Eng Equip EC_Completion of 50% Design Engineering (PAC)	3/07/2014
U2 Eng Equip EC_Completion of Design Engineering (PAC)	5/01/2015
U2 Eng Equip EC_Completion of Material Procurement (PAC)	24/04/2015
U2 Eng Equip EC_Completion of FAT Procedures (PAC)	20/10/2014

U2 Eng Equip EC_Completion of FAT Testing (PAC)	18/12/2015
U2 Eng Equip EC_Unit Material Staged/Delivered (PAC)	26/05/2016
*Note: Outside EC Design Engineering Completion Date	23/03/2015
Steam Turbine & Auxiliaries	**Date**
U2 Eng Equip ST_Completion of Preliminary Engineering (TSSM)	27/06/2013
U2 Eng Equip ST_Completion of Design Engineering (TSSM)	10/11/2014
U2 Eng Equip ST_Completion of Material Procurement (TSSM)	10/04/2015
U2 Eng Equip ST_Completion of Manufacturing (TSSM)	11/08/2015
U2 Eng Equip ST_Unit Material Staged (TSSM)	13/06/2016
U2 Eng Equip ST_Erosion Protection Ring Machining	13/07/2017
*Note: Outside ST Design Engineering Completion Date	23/03/2015
Generator & Auxiliaries	**Date**
U2 Eng Equip Gen_Completion of Preliminary Engineering (TSEM)	5/06/2013
U2 Eng Equip Gen_Completion of 50% Design Engineering (TSEM)	20/05/2014
U2 Eng Equip Gen_Completion of Design Engineering (TSEM)	7/01/2015
U2 Eng Equip Gen_Completion of Material Procurement (TSEM)	24/09/2015
U2 Eng Equip Gen_Completion of Manufacturing (TSEM)	22/02/2016
U2 Eng Equip Gen_Unit Material Staged (TSEM)	07/07/2016
*Note: Outside Gen Design Engineering Completion Date	23/03/2015

Schedule 2.7(c) - Schedule Reporting Form

TURBINE GENERATOR REFURBISHMENT PROJECT

PROJECT #

CONTRACTOR

Project Status Report – •, 201• Overall Percent Complete

Scope	Schedule	Cost	Risks	Safety	Quality

(Note: Table above will be color coded red, yellow or green to indicate overall status)

Executive Summary	•
Milestones	See Appendix A
Cost Status	See Appendix B
Health and Safety and Environmental	See Appendix C ***[Attach as Appendix C the safety statistics required by section 2.4 of the main body of this Agreement. Also describe any environmental issues.]***
Current Status	**[This section should be broken down by the components of the Work, e.g. mechanical, electrical, common systems. Include:** • **a detailed description of activities, together with any charts and photographs for each stage and portion of the Work;** • **the status of key manufactured goods (e.g., goods over a dollar threshold);** • **a description of the status of commissioning, testing and quality assurance and include copies of quality assurance documents, test results and certificates; and** • **key accomplishments last period.]**
Upcoming Activities	***[Discuss upcoming activities with a particular focus on activities planned before the next status report. Should come from***

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	activities on their schedule.]
Risks	***[Discuss comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract Schedule and the Progress Schedules and the measures being (or to be) adopted to overcome delays. Should come directly from their Risk Register.]***
Issues	***[Discuss other issues. Identify the owner, action and target date.]***
Amendments	***[Sequentially list by number all Amendments and Project Change Directives]***
Status of Unresolved Project Change Directives	***[List and briefly describe status of all outstanding Project Change Directives (including ones deemed to have been given on account of excusable delays under section 6.2 of the main body of this Agreement) that have not been agreed to between the Parties.]***

Key Performance Indicators:

SV, SPI, CV, CPI, any other metrics applicable to the project

(i) Prepared by: • Date: •	(ii) Approved by: • Date: •

Appendix A

Current Milestones (Completed Since Last Report and Predicted to be Complete Before Next Report) Should be at least 1 year of rolling m/s.

Milestone #	Description of Milestone	Original Baseline	Approved Baseline	Previous Forecast	Current Forecast/Actual	Variance (App'd – FCT)	Variance Colour (red, yellow or green)	Comments

Appendix B

Cost Status

Original Estimate	Current Estimate	Period		Year to Date		Year End		Cumulative	
		Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual

Schedule 2.7(d) - Development of the Execution Phase Plan

1. Requirements for All Execution Phase Schedules

The Contractor will develop a schedule management plan ("**Schedule Management Plan**") as part of the project management plan ("**Project Management Plan**") for the Definition Phase for the preparation of all Execution Phase schedules prepared pursuant to this Agreement (each an "**Execution Phase Schedule**"). The Schedule Management Plan will be submitted to OPG as a Submittal in accordance with the Definition Phase Submittal Schedule. The Schedule Management Plan will identify the successive development of a Level 3 Execution Phase Progress Schedule, a Level 4 Execution Phase Progress Schedule and a Level 5 Execution Phase Progress Schedule in accordance with the *Association for the Advancement of Cost Engineering International ("**AACE**") Recommended Practice No. 37R-06*, each of which will build upon and be reflective of the predecessor schedule. The Schedule Management Plan will comply with the requirements of this Agreement, including the Specifications, and will require review and acceptance by OPG. The development of any Execution Phase Schedule will not commence until the Schedule Management Plan has been approved in writing by OPG.

Every Execution Phase Schedule prepared pursuant to this Agreement, including those interim and final schedules identified in the Definition Phase Submittal Schedule, will reflect as a minimum:

(a) the key dates in the preliminary Execution Phase Contract Schedule;

(b) the Execution Phase Submittal Schedule;

(c) the Execution Phase Work as set out in the Specifications;

(d) the Project Management Plan for the Execution Phase;

(e) long lead items and required activities;

(f) supply of Goods, including ESES Goods, and associated activities, and deadlines by Unit; and

(g) how Definition Phase activities will support the critical path and activities for the Execution Phase.

The development of the first Execution Phase Schedules prepared pursuant to this Agreement will include an interactive planning session involving the Contractor and OPG to obtain Project team feedback and information for development of the schedule. OPG

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will work cooperatively with the Contractor during schedule development. The Contractor will, prior to the development of each Execution Phase Schedule, identify all activities which are to be carried out by OPG and obtain OPG's assessment of OPG's time requirements for each OPG activity.

Every Execution Phase Schedule prepared pursuant to this Agreement will be prepared and submitted in Primavera P6 Planning and Scheduling software using critical path methodology and will be prepared in accordance with the Specifications and applicable sections of AACE's total cost management framework (Chapter 7 -Schedule Planning and Development). The Contractor will provide every Execution Phase Schedule to OPG in hardcopy, PDF and native Primavera files. The Execution Phase Schedules will not include any contingency or float.

For each Execution Phase Schedule prepared pursuant to this Agreement, the Contractor will submit a schedule basis which will include a record of any interactive planning conclusions, any schedule benchmarks used and the approach and assumptions used in the development of the relevant Execution Phase Schedule.

The Contractor will facilitate a peer review of each Execution Phase Schedule prepared pursuant to this Agreement with the Contractor's relevant project departments to ensure quality and understanding and will incorporate any required adjustments to the relevant Execution Phase Schedule.

2. OPG Review of All Execution Phase Schedules

Every Execution Phase Schedule prepared pursuant to this Agreement is a Submittal and will be treated in accordance with the Submittals section of this Agreement.

Prior to the submission of each such Submittal, during the preparation of the relevant Execution Phase Schedule, the Contractor and OPG will work cooperatively to achieve OPG acceptance of the relevant Execution Phase Schedule. Any identified issues will be discussed by OPG and the Contractor and, when agreed to, incorporated as adjustments to the relevant Execution Phase Schedule. The review by OPG (and its independent third party expert) will include:

(a) review to ensure compliance with this Agreement and the Schedule Management Plan;

(b) review to ensure compliance with OPG procedures;

(c) review against the schedule basis and Project Management Plan for the Execution Phase; and

(d) review against the relevant cost estimate.

If OPG elects to engage an independent third party expert to review any Execution Phase Schedule, the Contractor will provide information and support to the independent expert including:

(a) the Execution Phase Schedule in electronic (Primavera) file format;

(b) supporting Project documentation;

(c) the schedule basis with the record of decisions in developing the schedule;

(d) attendance at regular meetings with the independent third party;

(e) responding to requests for information from the independent third party; and

(f) reviewing a report from the independent third party and incorporating any required adjustments in the relevant Execution Phase Schedule.

3. Requirements for Level 5 Execution Phase Progress Schedule

The Level 5 Execution Phase Progress Schedule will, as a minimum:

(a) contain all items listed above under "Requirements for All Execution Phase Schedules";

(b) reflect the assumptions used in the Definition Phase Progress Schedule;

(c) reflect the Work Breakdown Structure and Unit allocation;

(d) contain the resources and hours included in the detailed breakdown of the Execution Phase Cost Estimate (as defined below);

(e) show integration with OPG responsibilities and activities;

(f) include all required deliverables and all required progressable stages of each deliverable;

(g) show a maximum duration limit of 10-15 days for each activity;

(h) show separate activities for all required operations (overhaul, disassembly, reassembly, lifting, rigging, hoisting, removal, installation, loading, unloading, inspections, etc.) ;

(i) show the critical path for all activities within 20 days of being on the critical path;

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(j) show resources allocated to task level activities, not summary activities; and

(k) logically link all tasks associated with the Work (predecessor and successors tasks).

For the Level 5 Execution Phase Progress Schedule, the Contractor will provide resource profiles for each type of resource, summarized by department and overall project, required to support the proposed Level 5 Execution Phase Progress Schedule, which will be equivalent to the resources included in the Class 2 Execution Phase Cost Estimate (as defined below).

At the time of submission of the Level 5 Execution Phase Progress Schedule, the Contractor will also submit a Level 2 Execution Phase Progress Schedule representative of the submitted Level 5 Execution Phase Progress Schedule which will be suitable for the application of a schedule risk analysis using Primavera Pertmaster software and therefore will not contain:

(a) constraints;

(b) open ended activities;

(c) negative float;

(d) positive or negative lags; or

(e) logic links or relationships other than "finish to start".

4. Review of Level 5 Execution Phase Progress Schedule

All of the provisions described above in the section titled "OPG Review of All Execution Phase Schedules" will apply to the review of the Level 5 Execution Phase Progress Schedule. In addition, the review by OPG will include:

(a) review against the Class 2 Execution Phase Cost Estimate; and

(b) review against AACE's total cost management framework.

Where the Contractor and OPG cannot agree on the content or the timeline of the Level 5 Execution Phase Progress Schedule, the Parties will continue the process of developing the schedule contingency via the cost and schedule risk analysis described pursuant to sections 12 to 17 of this Exhibit, but in doing so reserve their rights to not agree to Execution Phase Schedule that is the result of such cost and schedule risk analysis.

5. Execution Phase Target Schedule

The Execution Phase Progress Schedule will be:

(a) the Level 5 Execution Phase Progress Schedule, plus

(b) the contingency amount required to be added or deducted from the Level 5 Execution Phase Progress Schedule to provide the Contractor with a confidence level of 50% of achieving completion of the Execution Phase Work within the timelines set out in the Level 5 Execution Phase Progress Schedule, as described in section 18 of this Schedule. A contingency will be applied in accordance with the relevant OPG procedure.

6. Execution Phase Progress Schedule – Continuous Improvement Plan

The Contractor will have developed the Level 5 Execution Phase Progress Schedule in accordance with the Contractor's continuous improvement plan.

7. Requirements for All Execution Phase Cost Estimates

The Contractor will develop an estimate plan ("**Estimate Plan**") for the preparation of all Execution Phase cost estimates prepared pursuant to this Agreement (each an "**Execution Phase Cost Estimate**").The Estimate Plan will be submitted to OPG as a Submittal in accordance with the Submittal Schedule. The Estimate Plan will identify the successive development of a Class 4 Execution Phase Cost Estimate, a Class 3 Execution Phase Cost Estimate and a Class 2 Execution Phase Cost Estimate in accordance with AACE Recommended Practice No. 18R-97, each of which will build upon and be reflective of the predecessor Execution Phase Cost Estimate. The Estimate Plan will comply with the requirements of this Agreement, including the Specifications, and will require review and acceptance by OPG. The development of any Execution Phase Cost Estimate will not commence until the Estimate Plan has been approved in writing by OPG.

In preparing every Execution Phase Cost Estimate, the total cost for all Execution Phase Work performed by Non-Trades will be as set out in the original Attachment 7.1(7) – Execution Phase Target Cost (Non-Trades) to Schedule 7.1 and the total cost for all Execution Phase Work performed by Trades will be developed in accordance with the following:

(a) the Contractor will estimate the costs directly associated with progressing the Execution Phase Work, using the Cost Allocation Table to determine Allowed Costs versus Disallowed Costs;

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(b) the resource requirements for the costs directly associated with progressing the Execution Phase Work will be used by the Contractor in the development of the relevant Execution Phase Schedule;

(c) the Contractor will, wherever possible, maximize the use of resources between this Project and the Refurbishment Program's retube and feeder replacement project;

(d) the Contractor will, whenever possible, use industry recognised publications to determine the productivity rates for resources in performing the Execution Phase Work, as a basis for establishing the Execution Phase Target Cost;

(e) the Contractor will include the estimated costs of any Subcontractor or Affiliate used to progress the Execution Phase Work. For clarity the costs of a Subcontractor or Affiliate will not include any Execution Phase Fixed Fee. The Execution Phase Fixed Fee will be calculated in accordance with section 12 of this Schedule;

(f) the durations developed in the relevant Execution Phase Schedule will be used by the Contractor to estimate the costs related to the time required to perform the Work; and

(g) the estimate of costs directly associated with the Execution Phase Work and the estimate of costs related to the time required to perform the Execution Phase Work will be combined to establish the relevant Execution Phase Cost Estimate.

Every Execution Phase Cost Estimate prepared pursuant to this Agreement, including those interim and final cost estimates identified in the Definition Phase Contract Schedule and/or the Definition Phase Submittal Schedule, will reflect as a minimum:

(a) the Specifications;

(b) the Project Management Plan for the Execution Phase;

(c) the relevant Execution Phase Schedule; and

(d) the labour rates set out in Schedule 7.1.

Every Execution Phase Cost Estimate will be developed in accordance with OPG procedures and AACE best practice guidelines. Every Execution Phase Cost Estimate prepared in accordance with this Agreement will not include any contingency amount, but will include:

(a) the Contractor's identification of all Reimbursable Costs that the Contractor

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believes it will incur during the Execution Phase;

(b) a basis of estimate in accordance with the Estimate Plan recording how the relevant Execution Phase Cost Estimate has been developed and the basis for decisions made;

(c) an initial cash flow plan which forecasts the expenditure for each cost element being expended based on the relevant Execution Phase Schedule;

(d) allocation of all resource requirements and costs to all elements of the Work Breakdown Structure and the code of accounts;

(e) specification whether the Contractor or a Subcontractor will perform or be responsible for each of the elements of the Execution Phase Work;

(f) resource requirements and costs summarized by Unit and common costs;

(g) resource requirements and costs summarized by removal and reinstall;

(h) resource requirements summarized by activity such as project management, engineering, procurement, direct field removal and installation, and indirect field support costs;

(i) allowances for issues such as Rework (per Agreement), design allowance and material wastage identified separately;

(j) substantiation for all costs included in the Execution Phase Cost Estimate; and

(k) the basis for the economic cost adjustment for each cost element in accordance with the provisions of this Agreement.

Every Execution Phase Cost Estimate prepared pursuant to this Agreement will be developed using OPG's estimating system or an alternative estimating system provided by the Contractor and approved in writing by OPG. The draft will be provided to OPG in an electronic format in a locked file and in an additional file that can be edited by OPG. Each Execution Phase Cost Estimate will be developed on an open book basis with OPG, and OPG will be able to access any electronic estimate system, database or information used by the Contractor in the development of the relevant Execution Phase Cost Estimate. OPG will work cooperatively with the Contractor during estimate development and provide comments and input into the estimate development which the Contractor will incorporate in the relevant Execution Phase Cost Estimate.

The Contractor will facilitate a peer review of each Execution Phase Cost Estimate

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prepared pursuant to this Agreement with the Contractor's relevant project departments to ensure quality and understanding and will incorporate any required adjustments to the relevant Execution Phase Cost Estimate.

8. OPG Review of All Execution Phase Cost Estimates

Every Execution Phase Cost Estimate prepared pursuant to this Agreement is a Submittal and will be treated in accordance with the Submittals section of this Agreement.

Prior to the submission of each such Submittal, during the preparation of the relevant Execution Phase Cost Estimate, the Contractor and OPG will work cooperatively to achieve OPG acceptance of the relevant Execution Phase Cost Estimate. Any issues identified will be discussed by OPG and Contractor and, when agreed to, incorporated as adjustments to the relevant Cost Estimate. The review by OPG will include:

(a) review to ensure compliance with the requirements of this Agreement and the Estimate Plan;

(b) review to ensure compliance with project controls;

(c) review against the basis of estimate and the Project Management Plan for the Execution Phase;

(d) review against the Cost Allocation Table;

(e) review against the labour rates set out in Schedule 7.1;

(f) review against the relevant Execution Phase Schedule; and

(g) confirmation of issues not covered by the relevant Execution Phase Cost Estimate.

If OPG elects to engage an independent third party expert to review any Execution Phase Cost Estimate, the Contractor may be required to provide information and support to the independent third party including:

(a) detailed breakdowns of the relevant Execution Phase Cost Estimate in electronic file format;

(b) detailed substantiation for all elements of the relevant Execution Phase Cost Estimate;

(c) supporting Project documentation;

(d) the basis of estimate with the record of decisions in developing the estimate;

(e) attendance at regular meetings with the independent third party;

(f) responding to requests for information from the independent expert; and

(g) reviewing a report from the independent third party and incorporating any required adjustments in the relevant Execution Phase Cost Estimate.

9. Requirements for Class 2 Execution Phase Cost Estimate

The Class 2 Execution Phase Cost Estimate will, as a minimum:

(a) Contain all items listed above under "Requirements for All Execution Phase Cost Estimates"; and

(b) comply with AACE Class 2 estimate requirements.

10. Review of Class 2 Execution Phase Cost Estimate

All of the provisions described above in the section titled "OPG Review of All Execution Phase Cost Estimates" will apply to the review of the Class 2 Execution Phase Cost Estimate.

Where the Contractor and OPG cannot agree on the content or value of the Class 2 Execution Phase Cost Estimate, the Parties will continue the process of developing the cost contingency via the cost and schedule risk analysis described in sections 12 to 17 of this Exhibit, but in doing so reserve their rights to not agree to the Class 2 Execution Phase Cost Estimate that is the result of such cost and schedule risk analysis.

11. Execution Phase Target Cost

The Execution Phase Target Cost will be the sum of:

(a) the Class 2 Execution Phase Cost Estimate, plus

(b) the contingency amount required to be added or deducted from the Class 2 Execution Phase Cost Estimate to provide the Contractor with a confidence level of 50% of achieving completion of the Execution Phase Work at a cost within the Execution Phase Target Cost, as described in section 18 of this Schedule.

12. Calculation of Execution Phase Fixed Fee

The Execution Phase Fixed Fee will be a fixed dollar amount calculated using the

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Execution Phase Target Cost. The mechanism by which the Execution Phase Fixed Fee is calculated is defined in the in Attachment 7.1(9) – Execution Phase Fixed Fee to Schedule 7.1. For clarity, the portion of the Execution Phase Fixed Fee associated with the estimated cost of the Work expected to be performed by Subcontractors or Affiliates will be calculated utilizing the appropriate mark up for such estimated cost as identified in Attachment 7.1(9) – Execution Phase Fixed Fee to Schedule 7.1. If during the Work, the Contractor executes Work in a different manner than was estimated as approved in accordance with the Agreement (e.g. moves direct work to subcontract or vice versa) there will be no adjustment to the Execution Phase Fixed Fee. Once the calculation of the Execution Phase Fixed Fee is complete, the resulting dollar amount will be inserted into Attachment 7.1(9) – Execution Phase Fixed Fee to Schedule 7.1 by way of an Amendment.

13. Requirements for Risk Register Development

Every Risk Register prepared by the Contractor pursuant to this Agreement, including those draft and final Risk Registers identified in the Definition Phase Submittal Schedule and/or the Definition Phase Submittal Schedule will include at a minimum the type of risk, impact and severity, likelihood of occurrence, risk owner and mitigation plan strategy. These risks will be populated into the refurbishment risk data base for monitoring and review. OPG's Refurbishment Program requirements will be used as guidelines in the development of the Execution Phase Risk Register.

14. OPG Review and Joint Development of Risk Register

Every Risk Register prepared by the Contractor pursuant to this Agreement is a Submittal and will be treated in accordance with the Submittals section of this Agreement.

Prior to the submission of each such Submittal, during the preparation of the relevant Risk Register, OPG and the Contractor will work cooperatively towards achieving OPG approval of a final Risk Register by the date specified in the Definition Phase Submittal Schedule. Contractor will develop such Risk Register through a series of workshops that will be facilitated by OPG's authorized representative or an independent third party. The risk analysis workshops will follow the following methodology:

(a) holistic risk analysis;

(b) schedule risk analysis;

(c) cost risk analysis; and

(d) independent third party review.

15. Holistic Risk Analysis

The holistic risk analysis workshop will be a qualitative risk analysis and will involve attendees from the Contractor and OPG. The holistic risk analysis workshop will:

(a) identify possible risks and opportunities together with mitigation measures that could impact or benefit the Project (within established parameters), including those recorded in the Risk Register;

(b) assess the likelihood of those risks or opportunities occurring;

(c) assess the possible impact of those risks or opportunities; and

(d) assess the manageability of those risks or opportunities and agree the responsible party for management of the identified risks and opportunities.

16. Schedule Risk Analysis

(a) The schedule risk analysis workshop will be a quantitative risk analysis and will involve attendees from the Contractor and OPG. The schedule risk analysis workshop will assess the likelihood and possible impact of those risks and opportunities that are the responsibility of the Contractor to manage on the Execution Phase Progress Schedule for the Contractor's Execution Phase Work as agreed by OPG and the Contractor.

(b) The findings of the schedule risk analysis workshop will be incorporated in a Monte Carlo model that will be managed by OPG's authorized representative or an independent third party. The output of the Monte Carlo model will be reviewed and agreed by the Contractor and OPG and will establish:

(1) the required contingency for a 50% confidence level in the Contractor achieving completion of the Work within the relevant Execution Phase Schedule; and

(2) the required contingency for a 50% confidence level in the Contractor completing the Execution Phase Work on each Unit by the Guaranteed Unit Mechanical Completion Date for that Unit.

17. Cost Risk Analysis

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The cost risk analysis workshop will be a quantitative risk analysis and will involve attendees from the Contractor and OPG. The cost risk analysis workshop will assess the likelihood and possible impact of those risks and opportunities that the Contractor will be required to manage on the relevant Execution Phase Cost Estimate for the Execution Phase Work. The findings of the cost risk analysis workshop will be incorporated in a Monte Carlo model that will be managed by OPG's authorized representative or an independent third party. The output of the Monte Carlo model will be reviewed and agreed by the Contractor and OPG and will establish:

(a) the required contingency for a 50% confidence level in the Contractor achieving completion of the Work within the relevant Execution Phase Cost Estimate;

(b) the required contingency for a 50% confidence level in the Contractor completing the Execution Phase Work on each Unit within the Execution Phase Target Cost (including contingency) for that Unit.

18. Contingency

The amount or level of contingency to be included in the Execution Phase Target Cost (excluding the Execution Phase SS&E Target Cost for purposes of this section 18) and the Execution Phase Progress Schedule will be at a level sufficient to provide the Contractor with the following confidence levels of achieving each of the contract objectives as described:

(1) a 50% level of confidence as to completion of Execution Phase Reimbursable Work at a cost within the Execution Phase Target Cost (including the contingency); and

(2) a 50% level of confidence as to completion of Execution Phase Reimbursable Work for each Unit by the Guaranteed Unit Mechanical Completion Date for that Unit.

The contingency included in the Execution Phase Target Cost and the Execution Phase Progress Schedule will be deemed to allow for all risks which could affect the Contractor during the Execution Phase, whether or not such risks have been specifically identified in the relevant Risk Register, and section 2.7(d)(6) of this Agreement applies with respect to the effect of the agreement of the Parties on the Risk Register.

The above levels or amounts of contingency will be established in accordance with the Estimate Plan and will at a minimum follow the process outlined above titled

"Requirements for Risk Register Development".

19. Execution Phase SS&E Target Cost

Contemporaneous with the development of the Class 2 Execution Phase Cost Estimate, the Contractor will prepare an estimate of the Execution Phase SS&E Target Cost. Such estimate will be supported by a separate basis of estimate (based on the Execution Phase Target Cost and Execution Phase Progress Schedule) and such other supporting information as OPG may reasonably require. For clarity, except for the contingency inherent in calculating the Execution Phase SS&E Target Cost based on the Execution Phase Target Cost and Execution Phase Progress Schedule, the Execution Phase SS&E Target Cost will not contain any additional contingency amount.

20. Calculation of Execution Phase SS&E Fixed Fee

The Execution Phase SS&E Fixed Fee will be a fixed dollar amount calculated using the Execution Phase SS&E Target Cost. The mechanism by which the Execution Phase SS&E Fixed Fee is calculated is defined in Attachment 7.1(10) – Execution Phase SS&E Target Cost to Schedule 7.1 and for clarity this calculation, and the percentage fee applicable, may be different to those prescribed for the calculation of the Execution Phase Fixed Fee. Once this calculation is complete, the resulting dollar amount will be inserted into Attachment 7.1(10) – Execution Phase SS&E Target Cost to Schedule 7.1 by way of an Amendment.

Schedule 2.8(a) - Submittal Review Periods

Document Type	Description/Example	Initial Review Period	Subsequent Review Period
Management Plans	Project Plans, FME Plans, Quality Plans, Health and Safety Plans, etc.	10 Business Days	5 Business Days
Work Instructions	CWP's, ITP's, Procedures, Detailed Work Instructions, etc.	15 Business Days	10 Business Days
Purchase Orders		10 Business Days	5 Business Days
ITP Hold Points		5 Business Days	5 Business Days
QA/QC Non-Conformance	Physical evidence that material, installation, workmanship, etc. are not in accordance with installation procedure and/or quality documentation at which point the existing condition can be either dispositioned or reworked	5 Business Days	5 Business Days
Engineering Documents	Drawings, Specifications, Calculations, BOM's, etc.	15 Business Days	10 Business Days
Field Change Notice	Deviation from installation drawings during field execution	$\leq$ 1 Business Day	$\leq$ 1 Business Day
Progress Schedule		15 Business Days	5 Business Days

Schedule 2.8(b)(1) - Submittal Requirements

The Contractor will ensure that, at a minimum, the following Submittals contain the following concepts or information (for clarity, this is not a complete list of Submittals):

(1) **Project Management Plan (PMP) – Definition Phase**	Clearly details the methodology by which the Contractor proposes to complete the Definition Phase of the Work in the specified time. The PMP should be an over-arching document that integrates all plans identified in Section 3.4.1 through 3.4.20 inclusive of "A Guide to the Project Management Body of Knowledge – Fourth Edition" required for the definition phase of the Work, including schedules to meet the Work, resource requirements, schedule management plan, scope management plan, communication plan, IT plan (including proposed integration with OPG's *Program Integrated Master Schedule* and project costs and performance management tools), risk management plan and risk register for the definition phase of the Work. Contains, at a minimum, information identified in items (a) to (g) below.
(a) Tooling and Materials Management Plan	Encompasses the entire lifecycle of the tooling and materials. Includes such details as logistics to and from the work area and protected area, tooling calibration programs, tooling inspection and maintenance programs and contingency tooling and readiness. Also, includes how the Contractor will procure, manage and control both tooling and materials throughout the lifecycle of the Project. Includes the Contractor's approach to: design, fabrication, source surveillance, expediting, transportation/logistics, delivery, site receipt, staffing and succession plans, scheduling, storage locations, how the tooling and

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		materials will be stored (including between refurbishment outages) and monitored and flow of the tooling and materials from storage locations through staging locations and to the final work area(s) and location. Documents how the Contractor proposes to procure, manage and control Goods (materials) throughout the lifecycle of the Project.
	(b) Waste Management Plan	Documents how the Contractor intends to deal with all waste from the Project including such items as consumables and any other waste anticipated. The plan should clearly document the Contractor's approach to housekeeping, logistics for the waste, identification of the anticipated amount of waste, where the waste will be segregated and details of the removal of waste from the Project by the Contractor during the Execution Phase of the Work. The plan will consider recycling, volume reduction, transportation requirements / elements, etc.
	(c) Site Infrastructure and Layout Plan	Provides details as to how the Contractor will utilize the OPG provided site infrastructure resources and any additional infrastructure that the Contractor will build / supply to complete all Work. The Contractor will also provide a list of additional site requirements/services to OPG for consideration.
	(d) Site Interface and Coordination Plan	Documents how the Contractor intends to work with OPG, Subcontractors and Other OPG Contractors that OPG employs to do work. It has been identified that there will be multiple work programs being executed concurrently and the coordination and integration of this work must be formally documented for success.
	(e) Project Controls Plan / Strategy	Includes scope management, estimating management, cost management plan, change

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		control and change management plan, project reporting (cost, schedule, quality and safety), commercial risk management plan, including claims avoidance management, contingency management, assumptions and issues management, project information management, performance management, project close-out and knowledge management. This plan must be transparent, accessible and verifiable by OPG and its representatives. This plan must be at least as rigorous and comprehensive as OPG's own project controls methodology and must include the Contractor's approach to the use of project management and control systems, including identification of which systems are intended to be used (the Contractor's or OPG's), the data that is intended to be made available to OPG, the form of such data, and the access to the Contractor's systems that are intended to be made available to OPG. OPG Reference(s): N-STD-AS-0028 Project Management Standard and N-MAN-00120-10001 Project Management Plan. **Third Party Software** • Primavera Planner P6 (scheduling) • Coreworx Oncore (time management) • Pertmaster (for schedule risk management) • @Risk (risk management) • Electronic Document Management Tools (document management) **Other Reference Materials** • Project Management Institute's PMBOK methodology and AACE's Total Cost Management Framework • AACE Class II Definitive Cost Estimate • AACE Recommended Practice No. 37R-06 Schedule Levels of Detail – As Applied in Engineering, Procurement and

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		Construction See Attachment 2.8(b)(1)(A) to this Schedule 2.8(b)(1) for main areas for monthly Project reports for the Project Controls Plan.
	(f) Quality Assurance Plan	Provides a detailed and comprehensive quality assurance plan for each and all phases of the Project in accordance with the requirements set out in the Agreement.
	(g) Resource Management Plan	Documents: (i) all resources required to complete the Work, including people, software, computer hardware, tooling, etc., and how the Contractor will manage these resources in a cost effective manner in order to execute the Project; (ii) a detailed training plan to ensure that all staff are trained in accordance with all Project, OPG and legal requirements for the Project; (iii) a detailed plan for obtaining and retaining required resources, including succession planning and knowledge management, to ensure required resources are available for the duration of the Project; and (iv) a detailed analysis of the predicted impact of current and predicted future workload of the Contractor and Subcontractors, including with respect to other major projects, on required resources and the Contractor's mitigation plan to ensure that such resources remain available and dedicated to the Project through all phases.
(2)	**Project Management Plan (PMP) – Execution Phase**	Documents how the work elements identified in Sections 3.5.1 thru 3.5.8 inclusive of "A Guide to the Project Management Body of Knowledge – Fourth Edition" for the Execution Phase of the Work including a field execution plan and interface plan. The Project Management Plan (PMP) for the execution phase will consider and include / implement, at a minimum, the above items (a) to (g) from the Definition Phase Project Management Plan

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	(PMP).
(3) Engineering Plan and Modifications Summary	Demonstrates a clear understanding of OPG's engineering change control (ECC) process and lists and describes all physical and other modifications required to be made by OPG or the Contractor to the existing plant to support the Project. The Engineering Plan and Modifications Summary will include the reduction in engineering effort for any engineering related work which is the same and /or similar to the first Unit to be refurbished (Unit 2). The plan will indicate the anticipated reductions in the progress schedule timelines as well as an approximation of the reduction in the level of effort required to complete engineering work on subsequent Units.
(4) Site Specific Safety	Provides an outline "Site-Specific Safety Plan" consistent with N-GUID-09701-10003- R000 Darlington Refurbishment - Safety Management Essentials that details how the Contractor intends to manage the Health & Safety aspect of the Project and compliance with the requirements of the Agreement.
(5) Lifting, Craining, Hoisting, and Rigging Plan	A detailed lifting, hoisting, and rigging plan will consider all requirements for performing the Work. The plan will ensure all necessary steps to the perform Work safely and in accordance with *Occupational Health and Safety Act* (Ontario), OPG standards, and industry best practices.
(6) Target Schedule for the Definition Phase	Demonstrates how the Contractor will ensure that the progress / target schedule (including all required and envisaged submittals, deliverables, key project milestones and critical path analysis) is achieved. At a minimum, Level 3 /4 resources loaded target schedule is required.

(7) Target Schedule for the Execution Phase	Demonstrates how the Contractor will ensure that the progress / target schedule (including all required and envisaged submittals, deliverables and key project milestones) is achieved. Progressive Level 3, 4, and 5 Execution Phase Target Schedule(s) are required.
(8) Project Estimate Plan	Includes definitions of key terminology, accountabilities and responsibility matrix, estimating development process, estimating validation process, recognition of OPG rolling stage gate program, types of estimates in support of OPG and classifications, baseline estimate, contingency, assumptions, exclusions, allowances, indexation process, benchmarking, estimate methodology, fair price, estimate reviews and assurance, estimate reporting, basis of estimate and requirements for due diligence.
(9) Open Book Management Plan	Provides a detailed and comprehensive open book management plan to effectively manage the contractual relationship with OPG on a real-time open book basis, including full financial and contractual transparency with respect to accounting systems, software systems, compliance, controls, currency and commodity hedging plans, financial auditing, reporting, and real-time access to books and records. The plan must address issues of financial and commercial transparency for both self-performed Work and Work performed by Subcontractors of all tiers.
(10) Contract Management and Oversight Plan	Provides a detailed and comprehensive plan to effectively manage the contractual relationship with OPG, including flexibility and creativity in meeting the needs of the customer beyond a strict interpretation of the contract, contract management organization, succession planning for contract managers, knowledge transfer to

	and from the project team, decision-making responsibility related to issues impacting scope, timeline and budget, identification and timely resolution of issues, escalation procedures in order to remedy problems and issues, including triggers, individuals involved and time for resolution.
(11) Subcontractor Relationship and Procurement Management Plan	Documents how the Contractor will manage relationships with Subcontractors including financial health, performance, working relationship, and risk mitigation activities. Provides details of the percentage of Work to be direct hire and to be subcontracted or outsourced by the Contractor. Provides the full legal name and address of each Subcontractor (including suppliers) that the Contractor will use under the Agreement. Indicates the name, address and scope of work of each Subcontractor. Provides the full legal name of each Subcontractor's direct and ultimate parent company. Provides support letters and term sheets or heads of agreements for all Subcontractors. The plan must also document how the Contractor proposes to and will procure goods and materials, and achieve "value for money" throughout the lifecycle of the Project. The plan must include the Contractor's approach to quality assurance, sourcing of Goods, bidder prequalification, competitive procurement processes, evaluation, negotiation, contract award and supplier management.
(12) Continuous Improvement Plan	Identifies areas for improvement through a thorough review of internal / external operating experience for the Work performed. Anticipated efficiency gains and productivity improvement for same / similar type of work for subsequent Units. Demonstrates ability and approach to re-use of previously

	completed work to improve the overall efficiency and quality. Includes capture and transfer of knowledge / experience gained through field installation and execution activities (e.g. troubleshooting).

Attachment 2.8(b)(1)(A) to Schedule 2.8(b)(1) - Project Controls Monthly Reporting Requirements

The Contractor will provide regular monthly Project reports in the following major / main areas:

- Health, Safety & Environmental Performance
- Schedule Performance including:
    1. Engineering Activities
    2. Procurement Activities
    3. Construction Activities
    4. Submittals
    5. Cost Performance
    6. Quality Performance
    7. Risk & Contingency
    8. Resourcing
    9. Scope
- Issues, Assumptions and Decisions
- Training Activities.

HS&E:

The Contractor will provide HS&E reports with the following details:

1. adherence to the Contractor's HS&E plan;
2. following items during the reporting period (track statistically on a monthly, yearly, and LTD basis; report monthly incidents in written form including the date of the incident and a brief summary):
    a. # of Near Miss Incidents having reasonable potential for serious harm
    b. # of First Aid incidents
    c. # of Reportable Injuries – CEA & WSIB
    d. # of Critical Injuries – MOL
    e. # of accidents, explosion or fire causing injury - MOL
    f. # of Lost Time Incidents
    g. Lost Time (Days)
    h. Recordable Incident Frequency (# recordable incidents x200,000hours/total # person hours)
    i. All Injury Rate (# lost time & medically treated injuries per 200,000 hours)
    j. Lost Time Injury Frequency (# of lost time injuries per 200,000 hours)

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   k. Accident Severity Rate (# days lost per 200,000 hours)
   l. MOL Orders – Stop Work
   m. MOL Orders – Timed Compliance
   n. # of Construction Occurrences (OHSA Reg 213/91 Section 11)
   o. JHSC Unilateral and Bi-lateral Work Stoppages
   p. Quarterly trend report of all safety reported incidents
3. Environmental infractions:
   a. Spills (land/water, <10L,>10L,>100L) (Report statistics for period and LTD; provide written summary of spills occurring during reporting period)

Schedule Performance:

The Contractor will provide schedule performance reports with the following:

1. progress report of planned activities including, based on actual percentage complete on the schedule, earned value and schedule performance index (SPI);
2. forecast for completion of planned activities;
3. schedule variance report of activities planned or completed;
4. milestone adherence reports, variance from baseline based on current schedule progress as well as a summary of action planned, and status, to correct unfavourable schedule variances;
5. cash flow and schedule forecast of completion based on schedule activities;
6. activities planned during the next two reporting periods;
7. resource levels by type during the reporting period;
8. resource levels by type planned during the next two reporting periods; and
9. Incentives and Disincentives.

Cost Performance

The Contractor will establish a cost baseline and provide cost performance reports with the following details:

1. a summary description of the status of the Project with respect to cost performance;
2. planned value (or budgeted cost) for the reporting period and lifecycle;
3. actual cost for the reporting period and life to date;
4. Cost Performance Index (CPI) and cost variance explanations for the reporting period and life to date as well as a summary of action to correct unfavourable cost variances;

5. estimate of cost at completion (EAC) identifying major changes from previous month (Provide #1-4 above in summary format and by WBS);
6. Incentives and disincentives;
7. total commitments and future commitments;
8. escalation claiming plan;
9. change order log for contemplated & approved CO's;
10. cost estimate for the next two reporting periods; and
11. monthly cash / cost flow summary for the entire project, updated monthly to reflect actual LTD costs.

Quality Performance:

The Contractor will provide quality performance reports with the following details:

1. non conformance reports during reporting period;
2. non conformance reports life to date;
3. open/outstanding non conformances;
4. average duration for non conformance resolution;
5. report first 4 points above for RFI's;
6. report first 3 points above for Inspection and Test Plan (ITP) submittals;
7. table identifying areas requiring rework and estimated cost impact;
8. on-site quality control activities;
9. on-site quality assurance activities;
10. off-site quality control activities – including Procurement, Design, Engineering, etc.; and
11. off-site quality assurance activities.

Risk & Contingency

The Contractor will provide a risk & contingency report with the following details:

1. update on risks and mitigating actions/strategies for activities planned during reporting period;
2. identify risks for planned activities during the next two reporting periods and mitigating actions/strategy, estimated schedule & cost impacts, and owners;
3. contingency used as a result of risks realized during reporting period for planned activities; and
4. contingency remaining for risks associated with planned activities that extend beyond current reporting period.

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Scope:

The Contractor will provide a scope report with the following details:

1. Project Change Directives life to date;
2. Project Change Directives during reporting period;
3. open/unapproved change directives; and
4. average duration for Project Change Directive from submission to approval.

Resourcing

The Contractor will provide staffing reports with the following details:

1. planned number of personnel for the life cycle of the project by a)locations (on-site and co-located at OPG project office), b) by skill or trade, c) by month as a minimum, and, if required, more frequent reporting period;
2. actual number of personnel by a)locations (on-site and co-located at OPG project office), b) by skill or trade, c) by month as a minimum, and, if required, more frequent reporting period; and
3. estimated number of people from the reporting period to the end of the project by a)locations (on-site and co-located at OPG project office), b) by skill or trade, c) by month as a minimum, and, if required, more frequent reporting period.

Issues, Assumptions & Decisions

The Contractor will provide and issues, assumptions & decisions report with the following details:

1. assumptions associated with the planned activities during the reporting period;
2. assumptions associated with the planned activities for the next two reporting periods;
3. issues associated with the planned activities during the reporting period;
4. issues associated with the planned activities for the next two reporting periods;
5. decisions associated with the planned activities during the reporting period;
6. decisions associated with the planned activities for the next two reporting periods; and
7. CNSC discussions, notifications, acceptances or approvals required for the planned activities for the next 6 reporting periods.

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Training

The Contractor will provide a training report with the following details:

1. planned training during the reporting period;
2. planned training during the next two reporting periods;
3. adherence to training plan; and

training log identifying type of training received, # of trainees and # trained to date.

Schedule 2.9(b) - Notice of Error in Specifications

NOTICE OF ERROR IN SPECIFICATIONS

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Specification Error Notice No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 2.9(b) of the Agreement, the Contractor hereby gives OPG notice of the error/deficiency/defect/inconsistency/discrepancy/omission/deviation from the requirements of the Agreement in the Specifications as more particularly described below:

- ***[Describe issue]***

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

Schedule 2.10(a) – Form of Notice to Proceed

ONTARIO POWER GENERATION INC.

Re: [Optional Work / Dynamic Commissioning Work / Execution Phase Work] Notice to Proceed

Attn: Project Director, Turbine Generator Refurbishment Project

Darlington Nuclear Refurbishment Program

Dear Sirs:

This Notice to Proceed is delivered to you pursuant to section **[2.10(a) / 2.10(c) / 2.10(d)]** of the Engineering, Procurement, and Construction Agreement between Ontario Power Generation Inc. ("**OPG**") and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. (collectively, the "**Contractor**") dated as of January 22, 2014 (the "**Agreement**").

OPG hereby instructs the Contractor to commence performance of the **[Optional Work / Dynamic Commissioning Work / Execution Phase Work]** identified on Schedule "A" hereto on **[●]**, 20**[●]**, all in accordance with the Agreement.

Sincerely,

ONTARIO POWER GENERATION INC.*

By: _____
Name:
Title:

* For OPG signing authorities, see section 13.2 of the Agreement.

Schedule 2.11 – Procurement

SECTION 1– CONTRACTOR RESPONSIBILITIES

1.1 Contractor to Procure Goods and Reimbursable Work

(a) The Contractor will be responsible for all aspects of procuring and entering into all subcontracts, including purchase orders and other contracts and agreements, with respect to the Goods and Reimbursable Work required to be provided under the Agreement and which are not being provided by the Contractor's own forces ("**Purchase Orders**"), including the management of quality assurance, quality control, sourcing, bidder prequalification, competitive procurement, evaluation, negotiation, contract award, source surveillance, expediting, transport/logistics, site receipt and warehousing of Goods, Subcontractor management, claims resolution, invoice approval, contract close out, the performance of its other obligations under this Schedule 2.11 and the performance of its obligations under the Agreement with respect to Goods and Reimbursable Work (the "**Procurement Work**"). For clarity, the provisions of this Schedule 2.11 will not apply to the Contractor's procurement of goods or services in respect of the Fixed Price Work or Firm Price Work.

(b) The Contractor will ensure that all Purchase Orders: (i) are procured in accordance with the requirements of the Agreement, including this Schedule 2.11; (ii) are assignable without consent to OPG or such other Person as OPG may designate; and (iii) are on pricing terms that reflect reasonable assumptions with respect to risks and contingencies, as well as a reasonable margin for profit and overhead.

(c) For clarity, except where such Purchase Order is assigned to OPG, the Contractor, and not OPG, will be liable as "purchaser" to the applicable Subcontractor under every Purchase Order related to the Goods or Reimbursable Work, and will make all payments related thereto in accordance with the relevant Purchase Order invoice terms. The Contractor will not represent itself as an agent of OPG nor will it represent itself as having such capacity.

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1.2 Contractor Procurement Responsibilities

(a) Without limitation to the generality of section 1.1 of this Schedule 2.11, the Contractor will manage the procurement and purchase of all Goods and Reimbursable Work and will:

(1) establish procurement processes that are fair, open, competitive and capable of delivering value for money, all in accordance with industry best practices for purchasing and procurement;

(2) comply at all times with all such procurement processes;

(3) prepare tenders, quotations or requests for proposal for all Goods and Reimbursable Work;

(4) review all tenders, quotations or proposals received from Subcontractors supplying Goods and Reimbursable Work;

(5) evaluate all tenders, quotations or proposals received from Subcontractors supplying Goods and Reimbursable Work;

(6) select tenders, quotations or proposals received from Subcontractors supplying Goods and Reimbursable Work;

(7) if no tenders, quotations or proposals are available or have been received by the Contractor, the Contractor will advise OPG as to an alternate course of action for procurement by the Contractor, including possible substitutes for such items;

(8) issue all Purchase Orders or enter into other contracts with Subcontractors with respect to the Goods and Reimbursable Work; and

(9) act as a single point of contact for all Subcontractors supplying Goods and Reimbursable Work.

(b) Without limiting the foregoing, the Contractor will perform all of the interface obligations and responsibilities set out in the column entitled "Contractor Accountability" in the Procurement Interface Matrix of the COIR.

(c) For information purposes, the Contractor will submit the following documentation to the OPG Representative, in summary format, at least 15

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Business Days in advance of entering into any Purchase Order in respect of Goods and Reimbursable Work:

(1) an analysis and recommendation as to which make, model number, price, delivery method, warranties, Subcontractor installation, service agreements, training, supplies, spare parts, start-up consumables and services, as applicable, and which Subcontractor supplying the item or services provides the overall best value for OPG, and any other benefits of the recommendation;

(2) all costs, with a breakdown of applicable taxes, including Canadian goods and services tax/harmonized sales tax, and net of all direct or indirect discounts, rebates, refunds, chargebacks, credits, terms of payment, price adjustments or any other allowances obtained across all categories of Goods or Reimbursable Work that effectively reduce the net selling price of such Goods or Reimbursable Work; and

(3) all such other documentation as OPG may reasonably require from time to time,

all of which will be provided on a fully transparent and open book basis to OPG's Representative.

1.3 Restrictions

Prior to entering into or otherwise committing to any Purchase Order for Goods or Reimbursable Work that:

(a) is, in the aggregate, in excess of $150,000.00;

(b) is based on a pricing model other than a fixed price model or a firm price model consistent with the Agreement;

(c) deviates materially from the Contractor's Purchase Order terms and conditions (as approved by OPG from time to time);

(d) is procured on a "sole source" or "single source" basis (unless the Contractor has followed its procurement processes and such Goods or Reimbursable Work have a value of less than $20,000, provided that the Contactor must not take any actions to reduce the procurement value to avoid the approval requirements of this Section 1.3 (such actions could

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include subdividing projects, procurements, or contracts and awarding multiple consecutive contracts to the same vendor);

(e) is with a Person other than the lowest priced compliant bidder; or

(f) is with a Person that does not deal at "arm's length" (as such term is defined in the Income Tax Act (Canada)) with the Contractor,

the Contractor will, at least 15 Business Days prior to entering into or committing to such Purchase Order, submit to OPG all information required to be submitted pursuant to section 1.2(c) of this Schedule 2.11 together with a detailed recommendation to OPG requesting that OPG approve the entering into or commitment to such Purchase Order by the Contractor. The Contractor will not enter into or commit to any such Purchase Order without the prior written approval of OPG pursuant to section 2.2 of this Schedule 2.11.

1.4 ESES Goods

The Contractor acknowledges and agrees that title to ESES Goods will remain with OPG at all times. The Contractor will: (a) inspect and photograph all ESES Goods on receipt in accordance with Contractor's quality assurance program for completeness, type and damage; (b) acknowledge receipt of all ESES Goods by delivering a Notice to OPG's Representative within three Business Days of receipt, including indicating whether any of the ESES Goods is incomplete, of the wrong type or damaged (and any failure to so identify any problems will deem all such ESES Goods to be complete, of the correct type and free of damage); (c) maintain a system of inventory control and records for ESES Goods acceptable to OPG's Representative, including amounts received, used in performing the Work, of surplus and of waste; (d) promptly deliver to OPG's Representative on request an inventory of all ESES Goods on hand as at the date specified by OPG's Representative; and (e) promptly deliver a Notice to OPG's Representative on request setting out an inventory of all surplus ESES Goods, including waste, and the Contractor will dispose of all such surplus in accordance with the directions of OPG's Representative.

1.5 Free Issue Materials

The Contractor acknowledges and agrees that OPG may, in OPG's sole discretion, free issue Goods procured by OPG ("**Free Issue Materials**") to the Contractor from time to time, provided that title to Free Issue Materials will remain with OPG at all times. The Contractor will: (a) inspect and photograph all Free Issue Material on receipt in accordance with Contractor's quality assurance program

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for completeness, type and damage; (b) acknowledge receipt of all Free Issue Material by delivering a Notice to OPG's Representative within three Business Days of receipt, including indicating whether any of the Free Issue Material is incomplete, of the wrong type or damaged (and any failure to so identify any problems will deem all such Free Issue Material to be complete, of the correct type and free of damage); (c) maintain a system of inventory control and records for Free Issue Material acceptable to OPG's Representative, including amounts received, used in performing the Work, of surplus and of waste; (d) promptly deliver to OPG's Representative on request an inventory of all Free Issue Material on hand as at the date specified by OPG's Representative; and (e) promptly deliver a Notice to OPG's Representative on request setting out an inventory of all surplus Free Issue Material, including waste, and the Contractor will dispose of all such surplus in accordance with the directions of OPG's Representative.

1.6 Minimizing Disruptions

The Contractor will perform all of its Procurement Work obligations so as to minimize, to the greatest extent reasonably possible, any disruption of the Work, the performance by OPG of its obligations under the Agreement or the activities of any Governmental Authority or Other OPG Contractors. The Contractor acknowledges and agrees that such activities may require work outside of normal working hours in order to accommodate the efficient operation of the Site.

SECTION 2 – OPG RESPONSIBILITIES

2.1 OPG Responsibilities

(a) OPG will have the oversight rights and responsibilities set out in the column entitled "OPG Accountability" in the *Procurement Interface Matrix* of the COIR.

(b) OPG will monitor the technical and commercial aspects of the Contractor's Goods and Reimbursable Work procurement and Goods and Reimbursable Work management processes associated with the Project and to facilitate the interface between the Contractor and OPG.

(c) OPG will work collaboratively with the Contractor to ensure Goods and Reimbursable Work procurement and Goods and Reimbursable Work management satisfy cost, quality and schedule requirements co-developed by the Contractor and OPG for the Project.

2.2 OPG Approval Rights

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Following receipt of a recommendation made by the Contractor in accordance with section 1.3 of this Schedule 2.11, but within the time period set out in Schedule 2.8(a) for a Submittal that is a purchase order, OPG may, acting reasonably, do any of the following with respect of some or all of the items:

(a) confirm that the Contractor may proceed with the procurement;

(b) request that the Contractor provide, as soon as reasonably practicable following a request therefor, such additional information as OPG may reasonably require in respect of any recommendation made by the Contractor;

(c) request that the Contractor increase or decrease the quantities or amounts of any Goods or Reimbursable Work, request the procurement of other Goods or Reimbursable Work in substitution for such items or otherwise request a change to the Goods or Reimbursable Work to be procured or the terms on which such items are to be procured and provide the Contractor with a written summary of OPG's rationale for such decision; or

(d) not approve any Goods or Reimbursable Work or any Subcontractor providing Goods or Reimbursable Work and provide the Contractor with a written summary of OPG's rationale for such decision.

Schedule 2.11(c)(3) - Non-Conformance Notice

QUALITY ASSURANCE NON-CONFORMANCE NOTICE

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] QA Non-Conformance Notice No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 2.11(c)(3) of the Agreement, the Contractor hereby gives OPG notice that the following does not conform to the requirements of quality assurance program required by the Agreement as described below:

- ***[Describe non-conforming item including nature of non-conformance]***

The Contractor proposes:

(a)	to take the corrective action described in Appendix A to this Notice; or	☐
(b)	to "use as is" for the reasons described in Appendix A to this Notice.	☐

AECON CONSTRUCTION GROUP INC.

By: _____

Name: _____

Title: _____

SNC-LAVALIN NUCLEAR INC.

By: _____

Name: _____

Title: _____

OPG:

(i)	agrees with the proposed disposition on the terms set out in Appendix A to this Notice; or	☐
(ii)	directs the Contractor to comply with the Scope of Work and the quality assurance program.	☐

Consented to by OPG on [•], 20[•] on the terms set out in Appendix A.

ONTARIO POWER GENERATION INC.

By: _____

Name:

Title:

Schedule 2.11(d) - Expediting Notice

EXPEDITING NOTICE

To: AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. SNC-Lavalin Nuclear Inc. 2275 Upper Middle Road east Oakville, Ontario L6H 0C3 Attn: Project Director, Turbine Generator Refurbishment Darlington Nuclear Refurbishment Program	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Expediting Request No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. OPG has determined that:

(a)	the Contractor is not providing the Work in accordance with the Contract Schedule; or	☐
(b)	the quality of Work or Goods does not meet the requirements of this Agreement.	☐

Therefore, under section 2.11(d) of the Agreement, OPG hereby requires the Contractor to take the following actions:

- ***[Describe Requirements]***

ONTARIO POWER GENERATION INC.

By: _____

Name:
Title:

Schedule 2.12(a) - Oral Review Board

ONTARIO POWER GENERATION

OPG Review of

Contractor Supervisor, Maintenance Authority (MA) and Holder of Record (HoR) for Acceptability

Oral Review Board (ORB)

Contractors' Copy

Revision Date: March 25, 2009

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Overview

Industry experience has shown that although supplemental supervisors, Maintenance Authorities (MA) and Holders of Record (HoR) typically are very knowledgeable of the technical task, they are often less prepared to implement nuclear station standards and procedures or portray the necessary behaviours required to fulfill the key supervisory and Work Protection Code roles.

Enclosed is a process that will be implemented to review the qualifications of individuals that a Contractor submits to OPG as competent supervisors and capable and competent individuals for MA and HoR roles. OPG will not be determining whether the supervisory candidates are competent supervisors as far as OHSA is concerned, as the contractors ('employers' in most cases) will be accountable to nominate and appoint competent persons as supervisors, but only whether the candidates are acceptable to OPG to fulfill the contractor's supervisory positions. **In cases where OPG is the Constructor, OPG still ultimately maintains the duty to ensure that every employer and every worker performing work complies with OHSA.** This is a process that is recognized as a good practice by WANO. The process is two-pronged with a review of qualifications, experience and justification provided by the contractor, followed by an Oral Review Board (ORB) where the supervisory and MA/HoR candidates are interviewed to determine acceptance to OPG.

This process will be implemented within the OPGN beginning at the **Foreman** level for supervisory candidates and for all MAs and HoRs of our BTU Contractors. The process will be evaluated and refined as necessary.

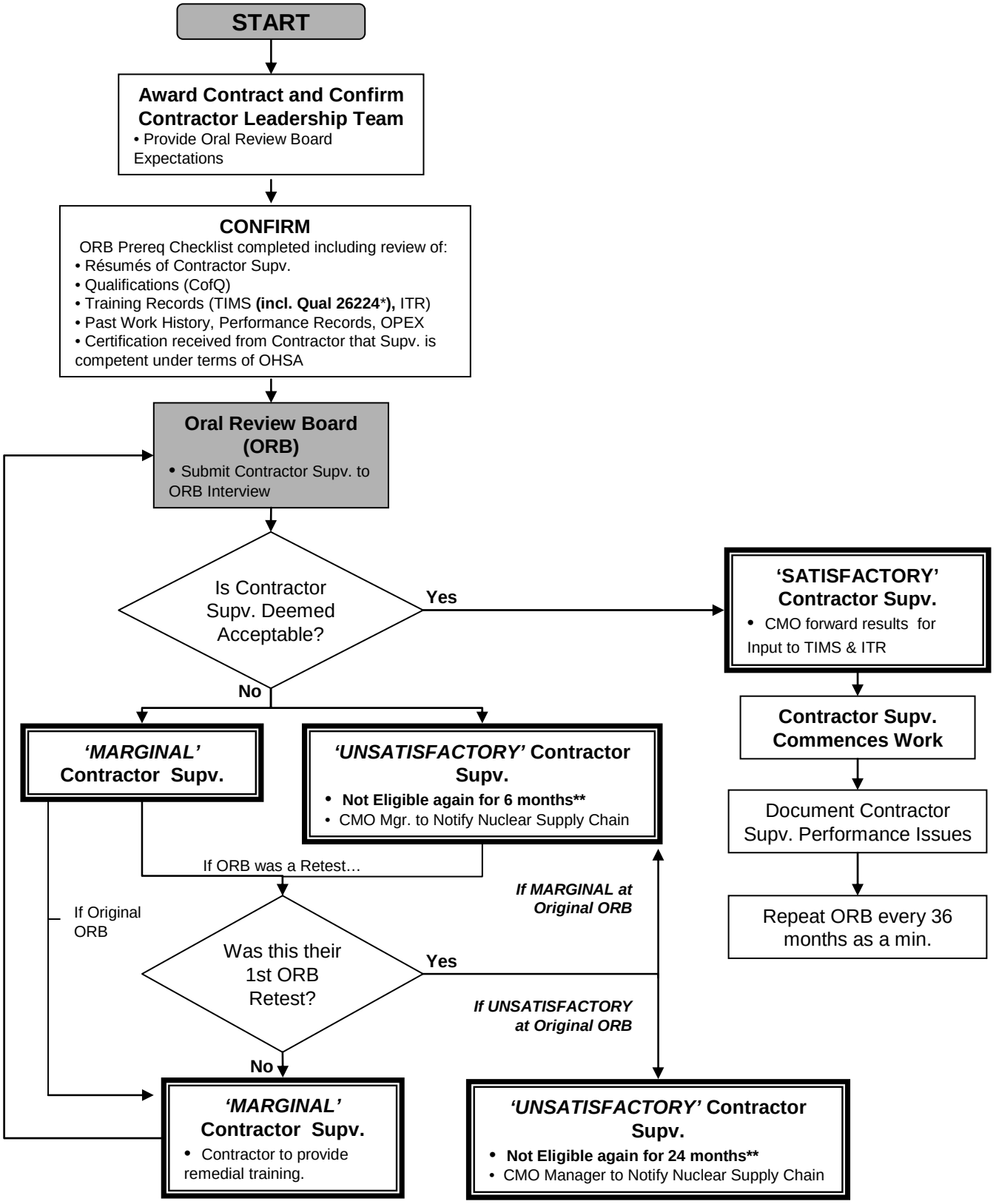
The process will be applied to candidates for contractor supervisor positions that meet the following criteria:

- Will be supervising work within the Protected Area at Pickering or Darlington
- Are required to supervise work where workers are required to possess Orange Badge qualifications
- Will be supervising for greater than 5 consecutive shifts (potential step-up supervisors should be included in request from contractor)

The process will be applied to all contractor candidates who will be performing in MA and/or HoR roles for work that meets the following criteria:

- Will be performing MA/HoR duties within the Protected Area at Pickering or Darlington
- Are required to perform MA/HoR duties where workers are required to possess Orange Badge qualifications

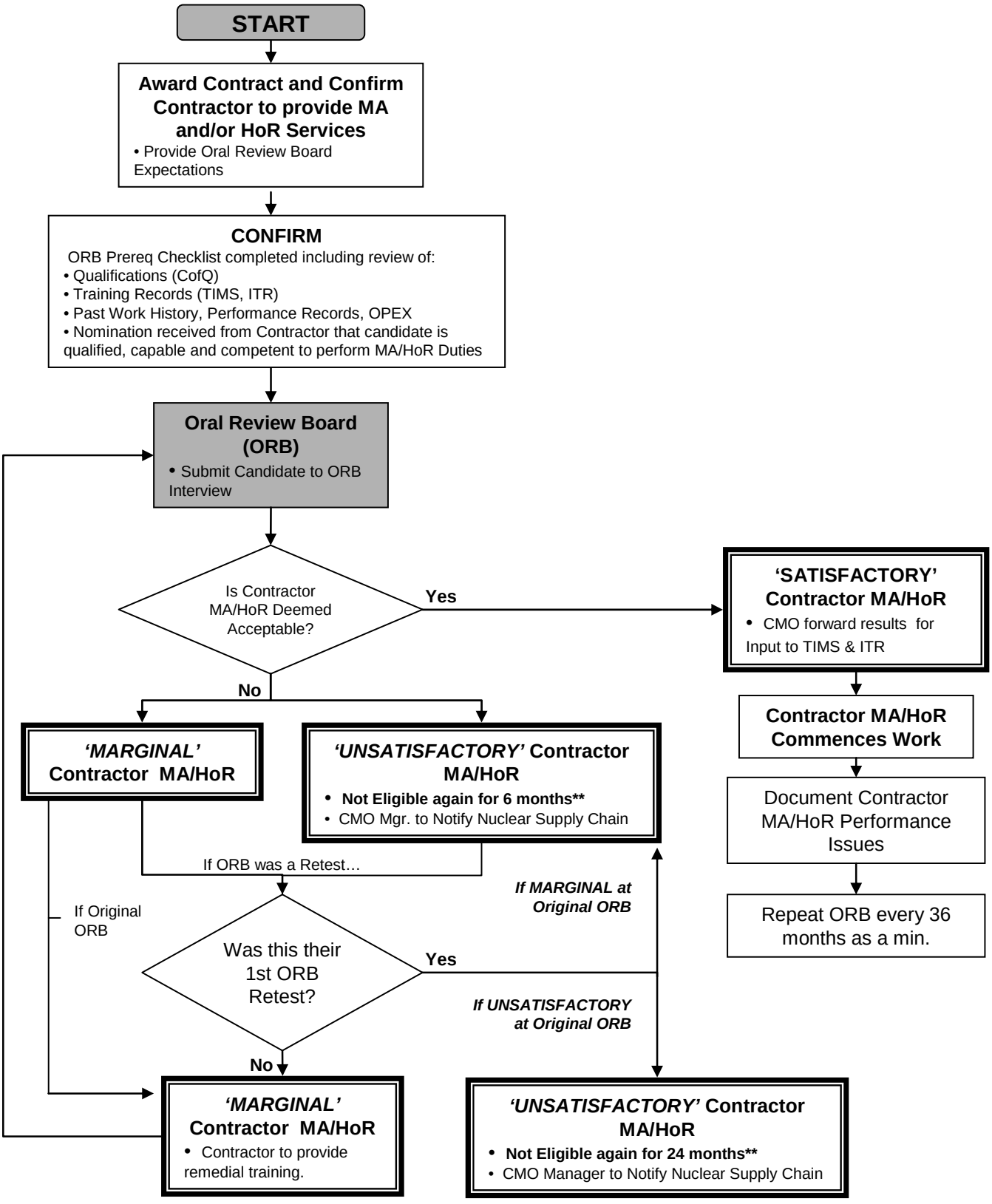
Oral Review Process Map for Contractor Supervisors - Foremen



*Qual 26224 / PEL 67410 - Mandatory Contractor Safety Awareness Workshop – BTU/Contractors Supervisors

** Exceptions at the discretion of the Director - Projects and Modifications or Manager - Maintenance

Oral Review Process Map for Contractor MA / HoR



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** Exceptions at the discretion of the Director - Projects and Modifications or Manager - Maintenance

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Contractor Supervisor and MA/HoR Oral Review Board (ORB)

Objective:

Confirm that Contractor Supervisors are deemed acceptable by OPG, meaning that:

- The Contractor has determined that the candidate(s) they are nominating and appointing as a supervisor is a **'competent person'** as per OHSA and the contractor has documented their nomination in writing including the following:
  - Name(s) of candidates and employee number(s)
  - Statement that they are deemed to be a competent supervisor per OHSA
  - Basis for their selection.
- The candidate is qualified in TIMS to perform the necessary role and any specifically assigned tasks or scope.
- The candidate has been deemed acceptable by the Oral Review Board (ORB) to be able to plan and organize the expected work and is knowledgeable about the Nuclear Safety aspects of the work, nuclear standards and the behaviours that are expected.
- The candidate is able to recognize compliance with procedure and is aware of expected actions when workers do not comply.

Confirm that Contractor MAs and HoRs are deemed acceptable by OPG, meaning that:

- The Contractor has determined that the candidate(s) they are nominating to provide MA and HoR services are qualified, capable and competent and that the contractor has documented their nomination in writing including the following:
  - Name(s) of candidates and employee number(s)
  - Statement that they are deemed to be a qualified, capable and competent to perform MA and HoR duties.
  - Basis for their selection
- The candidate is qualified in TIMS to perform the necessary role and any specifically assigned tasks or scope.
- The candidate has been deemed acceptable by the Oral Review Board (ORB) to be able to perform in the MA/HoR roles for the expected work and is knowledgeable about the Nuclear Safety aspects of the work, nuclear standards and the behaviours that are expected.
- The candidate is able to recognize compliance with procedure and is aware of expected actions when workers do not comply.

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Definition:

Contractor Supervisor for the purpose of the ORB is considered to be at the **Foreman** level and may include other positions at the discretion of the CMO Manager.

Accountable Sponsor(s)/Manager(s):

- Director – Projects and Modifications

Quorum Members, Participants:

Q – Chair – Manager P&M CMO (Pickering or Darlington) or Delegate

Q – Maintenance Manager (Pickering or Darlington as applicable) or Delegate

Non-Quorum Potential Participants:

- Section Manager – P&M CMO (Pickering or Darlington)
- Section Manager – Maintenance (Pickering or Darlington)
- Section Manager – Site CMO (Pickering or Darlington)
- Project Manager/Work Sponsor
- Director Projects and Modifications
- Manager – Safety & Compliance and Contractor Quality
- Project Leader IIs
- Contract Administrators
-

Note: Delegation shall not be greater than one level below

Summary:

The Contractors shall provide a list of candidates that they are requesting OPG to accept as Contractor Supervisors, Maintenance Authorities, and Holders of Record. The process will apply to candidates as listed below:

Contractor Supervisory candidates shall meet the following criteria:

- Will be supervising work within the Protected Area at Pickering or Darlington
- Are required to supervise work where workers are required to possess Orange Badge qualifications
- Will be supervising for greater than 5 consecutive shifts (potential step-up supervisors should be included in request from Contractor)

The written request from the Contractor shall include:

- a statement that the Contractor has determined that the candidate(s) they are nominating as supervisor(s) are 'competent person(s)' as per OHSA and the Contractor has documented their nomination in writing including the following for each candidate:
- Name of candidate(s) and employee numbers(s)
- PO Number and Job Name that the request applies to
- Any exceptions (eg. types of work, or specific tasks that they are not to supervise)
- Basis for their selection (eg. experience, qualifications, knowledge, skills)

MA and HoR candidates shall meet the following criteria:

- Will be performing MA/HoR duties within the Protected Area at Pickering or Darlington
- Are required to perform MA/HoR duties where workers are required to possess Orange Badge qualifications

The written nomination from the Contractor shall include:

- a statement that the Contractor has determined that the candidate(s) they are nominating as MA(s) and/or HoR(s) are qualified, capable and competent and the Contractor has documented their nomination in writing including the following for each candidate:
- Name of candidate(s) and employee numbers(s)
- PO Number and Job Name that the request applies to
- Any exceptions (eg. types of work, or specific tasks that they are not to supervise)
- Basis for their selection (eg. experience, qualifications, knowledge, skills)

All submitted candidates shall have a review completed by OPG of résumés (if available), training qualifications, CofQs, experience, performance records and the justification provided by the Contractor. Candidates who successfully pass through the documentation and history review will be required to participate in the ORB Process.

Each of the candidates will be interviewed by the ORB and asked a series of questions focusing on the following areas:

- Management and Leadership
- Human Performance
- Work Performance and Standards
- Procedures/Configuration Control
- Reinforcing Expectations

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Group Interviews (3 candidates max.) may be conducted with the CMO Manager approval, while still ensuring that each candidate is evaluated and questioned separately. Other participants will be briefed to allow candidates to answer questions uninterrupted.

Grading Sheet:

The outcome of the ORB will be determining if the candidate has the requisite knowledge in the areas being tested. The grade assigned will be one of the following:

Satisfactory: Candidate has a good fundamental understanding of each Focus Area. No significant weakness noted. Minor short comings reviewed during the debrief.

Marginal: Candidate demonstrates weakness in one Focus Area or general weakness in several Focus Areas. Remediation by the Contractor will be required to address the weaknesses. The candidate will be required to complete a full ORB re-test.

Unsatisfactory: Candidate demonstrated significant weaknesses in more than one Focus Area or general weakness in several Focus Areas. Candidate will not be eligible for re-examination for at least 6 months (exceptions shall be at the discretion of the Director – Projects and Modifications).

Candidates receiving an Unsatisfactory rating from two consecutive ORB interviews shall not be presented to OPG for a 24 month period. (Exceptions shall be at the discretion of the Director – Projects and Modifications or Maintenance Manager).

Completed ORB Grading sheets shall be provided to the Training Department for inclusion in the individual's ITR per Procedures and a TIMS credit provided to successful candidates.

Re-qualification: This credit will require re-qualification every 36 months as a minimum.

ORB Agenda:

The ORB will use the following agenda:

- Board Member Briefing
- Candidate Briefing and Introductions
- Interview
- Collegial Grading Session
- Candidate Debrief

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Schedule:

The ORB is expected to be scheduled within the first two weeks of a major hire-on campaign to reduce the chances of unproductive time, and will otherwise be scheduled as required. The initial ORBs will be scheduled to allow reviews of the current contractor supervisors, MAs and HoRs. Contractors are expected to be provided a minimum of 24 hours notice of an ORB for their candidates.

ORB Prereq Checklist for Contractors' Supervisory and MA/HoR Candidates

ORB Chair to ensure all items below must be reviewed prior to conducting an ORB for a candidate.

Supervisory ORB **MA/HoR ORB**

Candidate Name:_____ Employee Number:_____ Supv. Level:_____

Y	N	NA	
☐	☐		PO number and Job Name of work to be supervised confirmed
☐	☐		Justification Letter from Contractor certifying that **Supervisory** candidate is a 'competent person' as per OHSA
☐	☐		Nomination Letter from Contractor that **MA/HoR** candidate is qualified, capable and competent to perform MA/HoR duties
☐	☐		C of Qs reviewed
☐	☐		Résumé reviewed (if available)
☐	☐		Confirmation that **Supervisory** candidate has successfully completed PEL 67410 Contractor Safety Awareness
☐	☐		Confirmation that candidate has completed all necessary training as per N-TQD-510-00001 and also N-TQD-507-00001 for **MA/HoR** candidates
☐	☐		Any exceptions applicable to candidate identified and reviewed (types of work, specific tasks etc.)
☐	☐		Past performance records reviewed (if available)

Y	N	
☐☐		**Candidate confirmed acceptable to participate in ORB**

Completed By: _____ Date: _____
(OPG Rep)
Approved By: _____ Date: _____
(OPG Rep)
This document is to form part of the complete ORB package submitted to the candidate's ITR upon completion of the ORB.

Contractor Supervisor, MA and HoR Oral Review Board

Candidate Briefing Sheet

Purpose: The purpose of this Oral Review Board is to assess your fundamental understanding of the requirements in the following Focus Areas. In addition, as supervisors, MAs and HoRs, the board will ensure that expectations are understood with respect to planning and organizing work, consideration of the Nuclear Safety aspects of the work, nuclear standards and the behaviours that are expected while working in a nuclear power facility.

Briefing:

The interview will consist of a series of questions in each of the following focus areas:

- Management and Leadership
- Human Performance
- Work Performance and Standards
- Procedures/Configuration Control
- Reinforcing Expectations

Candidates will be provided a list of the questions to be asked of them and given **ten minutes** to review and prepare themselves prior to the commencement of the questioning. **All copies of the questions will be collected from the candidates at the end of each ORB.**

A board member will ask a question from a Focus Area and follow-up questions if necessary. The other board members will then be allowed to ask clarifying questions in that focus area. This will be repeated for each focus area.

You are encouraged to ask for clarification on the questions being asked. Answers are to be provided from memory and experience, no reference will be available.

Following the interview, you will be asked to leave while the board assesses your performance. The following is the grading criteria:

> **Satisfactory:** Candidate has a good fundamental understanding of each Focus Area. No significant weakness noted. Minor short comings reviewed during the debrief.
>
> **Marginal:** Candidate demonstrates weakness in one Focus Area or general weakness in several Focus Areas. Remediation by the Contractor will be required to address the weaknesses. An ORB re-examination will be required.

Unsatisfactory: Candidate demonstrated significant weaknesses in more than one Focus Area or general weakness in several Focus Areas. Candidate will not be eligible for re-examination for at least 6 months.

There may be instances where the candidate demonstrates significant weaknesses (with current requirements) which may call into question his or her ability to remain qualified to perform as a supervisor. The recommendation to remove a supervisor, MA or HoR from qualified status will be made by the ORB Chair.

Once the board has reached consensus on the grade, you will be asked to return for a debrief.

Schedule 2.14(d) - Subcontractors

Subcontractor	Summary of Work or Goods to be Provided
None	None

Schedule 2.14(f) - Labour Obligations

SECTION 1 UNION OBLIGATIONS

1.1 Construction Collective Agreements

The Contractor will ensure that all construction trade Work provided at the Sites will be carried out in accordance with the appropriate construction Collective Agreements. This should be reviewed with OPG labour relations. Depending on the nature and location of the work, other Collective agreements may apply such as the ICI collective agreements with the Laborers' International Union of North America and the United Association of Journeypersons and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. The Contractor will comply with the Collective Agreements, and off-site haulage provisions, and will not take any action that would cause OPG to fail to comply with any of its obligations under the Collective Agreements.

SECTION 2 - ACKNOWLEDGEMENT OF LABOUR REQUIREMENTS FORM

The "Labour Requirements Clause Form 1" (attached hereto as Attachment 2.14(f)(A)), all attachments thereto and all information incorporated by reference therein or linked thereto collectively form part of this Schedule 2.14(f). The Contractor will execute and deliver the Acknowledgement of Labour Requirements prior to or concurrent with the execution of this Agreement. The Contractor will advise all Subcontractors of these requirements and the Contractor will deliver to OPG's Representative a written acknowledgement from each Subcontractor before that Subcontractor commences to provide Work at the Sites.

SECTION 3 – DAILY WORK AUTHORIZATION

3.1 Work Authorization Required to Provide Work at Sites

The Contractor will not provide any Work at the Sites without a Work Authorization (a "**Work Authorization**") issued by the OPG shift manager designated by OPG's Representative or such manager's delegate. No Work Authorization, or failure to obtain any Work Authorization, will relieve the Contractor from any of its obligations under this Agreement or under Applicable Law. The Contractor will arrange to obtain a Work Authorization in such a manner so as to minimize non-productive time.

3.2 Work Authorization Course

The Contractor will ensure that the Contractor's Representative referred to in s. 2.2(c) of the main body of this Agreement will take OPG's Work Authorization course

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(approximately four hours in duration) and pass a qualification checkout before the Contractor performs any of the Work at the Sites. Without this qualification, the Contractor will not be able to obtain a daily Work Authorization. The Contractor will ensure that at least one of its employees who has obtained this qualification is present at the Sites at all times while Work is being provided at the Sites. For this reason, OPG advises the Contractor that it is preferable to have at least one other employee of the Contractor, in addition to the Contractor's Representative, obtain this qualification.

3.3 Obtaining Work Authorization

Before the start of any shift at the Sites, the Contractor will ensure that one of its qualified employees reports to the station control room at which the Sites are located to obtain a written Work Authorization. The Contractor will ensure that no Work is provided at the Sites until a Work Authorization has been obtained. The Contractor will ensure that each Work Authorization is surrendered at the end of each shift. A Work Authorization may be surrendered by telephone or in person through the applicable OPG unit authorised nuclear operator. The Contractor will ensure that the process of obtaining each Work Authorization will not delay the performance of Work on Sites for any shift.

Notwithstanding the foregoing, during the period that a work area has been turned over by OPG to the Contractor, with respect to Work in that work area, OPG intends to issue a blanket Work Authorization to the Contractor in respect of such Work.

SECTION 4 – TRAINING

The Contractor is responsible for training the Contractor's Personnel as per requirements of the Specifications. OPG will provide the Contractor's Personnel with Site specific training (e.g., orange badge, work protection, etc.).

SECTION 5 – OPG'S POLICIES AND PROCEDURES

5.1 Station Policies

The Contractor will comply with all OPG policies applicable to the generating station at which the Sites are located. OPG's current policies are set out in this Schedule 2.14(f).

5.2 Procedures

The Contractor will ensure that all the Work provided at the Sites will be provided in accordance with OPG's applicable procedures in force from time to time. OPG has made all of these procedures available to the Contractor.

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5.3 Nuclear Requirements

The Contractor will inform all of the Contractor's Personnel providing Work at the Sites, on a periodic basis while such Work is being provided, that each of the Contractor's Personnel is obliged under Applicable Laws to report to the Contractor without delay any:

(a) contact in which unauthorized access is sought to sensitive information; or

(b) there is a concern that any of the other Contractor's Personnel may be the target of an attempted exploitation of sensitive information.

The Contractor will promptly report any such report received by the Contractor to OPG's Representative.

5.4 Incident Reporting

(a) **SCRs.** Worker safety activities are closely monitored by OPG, and where "**adverse conditions**" (as that term is defined in Nuclear Procedure N-PROC-RA-0022 Processing Station Condition Records) occur, OPG completes station condition records ("**SCRs**"). SCRs summarize the nature of the event, event conditions as well as the event significance. The station operating licence requires that some SCRs be reported and filed with the Canadian Nuclear Safety Commission ("**CNSC**") under CNSC Regulatory Document S-99. SCRs are categorized by OPG with reference to the standards set out below and with reference to Nuclear Procedure N-PROC-RA-0022 Processing Station Condition Records.

(1) Significance Level 4 Event – A minor condition adverse to quality which will help to identify, by means of a trend analysis, those areas that need more attention.

(2) Significance Level 3 Event – An event or adverse condition which is not significant by itself but which has the potential to be more significant, or which may be the precursor to a more significant event. (Typically assigned an Apparent Cause Analysis.)

(3) Significance Level 2 Event – A significant event that causes or has reasonable potential to cause some reduction in the margin of safety to the public or to station personnel and/or which has, or which has reasonable potential to have some impact on the environment or production. (Typically assigned an Individual Root Cause Analysis.)

(4) Significance Level 1 Event – A highly significant event that causes a major reduction in the margin of safety to the public or station personnel and/or has a major impact on the environment or production. (Typically assigned a Team Root Cause Analysis.)

(5) Significance Level S99 Event – An event involving a violation that is reportable to the CNSC, including a violation of radiation protection requirements.

(b) **Co-operation.** The Contractor will, at its expense, participate and cooperate with OPG, and will at OPG's request, cooperate with any regulatory or governmental body, and each of their requirements, in reporting and investigating safety violations precipitated by the Contractor or Subcontractors. The Contractor will deliver to OPG's Representative, promptly on request, all documents and other information in the Contractor's possession or control respecting any such event, violation or investigation and will provide access to any individual involved in any such event, violation or investigation for the purpose of assisting OPG in any investigation.

(c) **Procedures.** A copy of Nuclear Procedure N-PROC-RA-0022 Processing Station Condition Records is available from OPG on request.

5.5 Work Management

(a) **Work Performed in Planned Outages, Prior to Refurbishment.** It is anticipated that the Contractor will perform early works, if required, in prior planned outages. The Contractor will follow N-PROG-MA-0019 "Production Work Management" to schedule and perform this Work on the operating units. The Contractor will follow all work planning practices (e.g., work planning, work protection, radiation protection, etc.) applicable to online Work at OPG which are further detailed in N-PROC-MA-0002, Work Planning. The Contractor will plan, organize, schedule and execute the Work. The Contractor will identify and manage the required OPG interfaces both with other contractors and OPG in order to successfully complete the Work.

(b) **Scope of Work to be Performed in Planned Outages.** The Contractor will identify the scope of the Work to be performed in the planned outages, DNGS areas to be walked down, and any other additional requirements to support the Work. The scoping information will be submitted to OPG in accordance with the applicable procedures. This is necessary in order to carry out preparatory arrangements and meet outage scoping milestones.

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(c) **Work Performed in Refurbishment Outages.** OPG is currently developing the refurbishment work management process that will be used during the refurbishment outages. Depending on Unit conditions, work scope and interfaces, the process may include a Contractor administered and controlled work management program. OPG will work with the Contractor to further develop the most economical and safe approach to execute the Work.

SECTION 6 – RADIATION PROTECTION

6.1 Nuclear Energy Workers

(a) **Qualifications.** The Contractor will ensure that each of the Contractor's Personnel providing Work at the applicable licensed nuclear facility:

(1) is qualified as a "**Nuclear Energy Worker**" (as that term is defined in the *Nuclear Safety and Control Act* (Canada)) to provide radiological services; and

(2) completes, before commencing Work at the Sites for the first time, a training course, satisfactory to OPG, which includes orange badge radiation safety training and security and work protection. OPG will provide such training at no cost to the Contractor following a request by the Contractor setting out the names and titles of the Contractor's Personnel to be trained. The Contractor will make the applicable Contractor's Personnel available at such training.

(b) **Designated Areas.** Orange badges are not required for tours of the Sites; however, Nuclear Energy Worker status is required for any entries into the reactor buildings, rubber areas, and other areas with greater than one MPCa of airborne contamination and entry into an area with a radiation field of 2.5 mrem/h or greater. Attached as Attachment 2.14(f)(B) is a copy of a Nuclear Energy Worker Designation Letter to be signed by the Contractor and the designee and a description of requirements for bringing visitors into the zoned nuclear areas. Before any such entry, the Nuclear Energy Worker will deliver the completed letter to OPG's Representative or OPG's Designated Delegates.

(c) **Designation.** To designate a member of the Contractor's Personnel as a Nuclear Energy Worker, the Contractor is required to: formally designate the member of the Contractor's Personnel as a Nuclear Energy Worker; inform the designated Nuclear Energy Worker of the risks associated with ionizing radiation; and keep radiation dose records for each Nuclear Energy Worker.

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(d) **Radiation Protection Procedures.** Specific requirements for any Work to be provided in radiological areas on the Sites are outlined in OPG's radiation protection procedures referred to in section 6.3.

(e) **Equipment.** OPG will provide personal radiation protection clothing and equipment.

6.2 Non-Canadian Workers (Dosimetry)

In addition, the Contractor's Personnel reporting to the Sites who are non-Canadians must provide the following information: proof of citizenship (passports); work permit; social security number; and reference letter from the employee quoting atomic radiation status and employment status. The Contractor's Personnel arriving at the Sites without the required documentation will not be allowed on the Sites.

6.3 Radiation Protection Procedures

When working within the licensed nuclear facility, the Contractor will ensure that all Work is carried out in accordance with OPG's radiation protection procedures (the "**Radiation Protection Procedures**"). A general overview of these Radiation Protection Procedures is set out in OPG's Radiation Protection Procedures Manual – General Information, (N-PROC-RA-0041). The Contractor will be familiar with and understand, and will ensure that all Contractor's Personnel providing Work at the Sites will be familiar with and understand, and have the necessary skills to perform, their roles and obligations under these procedures and the procedures covered in the Orange Badge Training course. OPG will provide all "**Radiation Protection Co-ordinators**" required under OPG's Radiation Protection Procedures.

6.4 Management of Exposure

(a) **Doses.** Maximum permissible radiation dose exposure permitted by OPG in its nuclear generating stations must be strictly adhered to. The Contractor will manage the radiation exposure of all individuals providing Work at the Sites within the requirements of the Contractor's radiation exposure permit and any directions from any Radiation Protection Co-ordinators. The Contractor's Personnel arriving at the Sites must have low enough radiological doses to complete the assignment within the forecasted dose estimates and without exceeding specified dose limits; otherwise they will be not be allowed on the Sites.

(b) **Maximums.** The Contractor will not permit the individuals providing Work at the Sites to exceed allowable action levels set out in OPG N-REP-03420-10001

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(nuclear operating licence), OPG N-REP-03420-10002 (radiography licence), OPG N-REP-03420-10003 (consolidated nuclear substances and radiation devices licence), OPG N-REP-03420-10004 (class II facilities licence) as a group or as set out in the radiation exposure permit. The Contractor will ensure that the individuals providing Work at the Sites receive a total dose commitment less than the planned dose as set out in the applicable radiation exposure permit. The Contractor will at all times take all reasonable steps to provide radiation doses to the individuals providing Work at the Sites that are as low as reasonably achievable ("**ALARA**"). The Contractor will be solely responsible for ensuring that contamination inside each applicable rubber area remains within the limits set out in section 5.1 of OPG N-RPP-03415.1-1000 (radiation protection requirements) and take all required clean up actions before any such limits are exceeded.

6.5 Reporting of Events

(a) **Duty to Notify.** The Contractor will promptly report to OPG's Representative any unplanned exposure, release to the environment or release at the generating station not authorized by the applicable licence and any theft or loss of a nuclear substance, prescribed equipment or prescribed information, used to carry on any activity under the Nuclear Safety and Control Act (Canada) or violations of any of the procedures referred to in section 5.2 involving any individual providing Work at the Sites.

(b) **Investigation.** OPG may investigate any such event (referred to in section 6.5(a)) or violation or review any investigation undertaken by the Contractor. The Contractor will, at its expense, participate and co-operate with OPG, and will at OPG's request, cooperate with any regulatory or governmental body, and each of their requirements, in reporting and investigating safety violations precipitated by the Contractor or Subcontractors. The Contractor will deliver to OPG's Representative, promptly on request, all documents and other information in the Contractor's possession or control respecting any such event, violation or investigation and will provide access to any individual involved in any such event, violation or investigation for the purpose of assisting OPG in any investigation.

6.6 Dose Information

(a) **SIN.** It is a requirement of the CNSC's radiation protection regulations that all workers must have a Canadian Social Insurance number ("**SIN**") before commencing work at a nuclear generating station. This is to enable OPG to report the worker's radiation dose to the national dose registry.

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(b) **Information Required.** Before commencing any Work at the Sites, the Contractor will deliver to OPG's Representative the dose information system number (if available); date and results of last medical examination; record of current year to date dose, last four years dose, and extremity dose; name of last nuclear facility worked at; and certification certificates for the Work required and the SIN for each individual providing Work at the Sites solely for the purposes of tracking the radiation dose records of the individual providing such Work. The Contractor, further to section 9 of the Radiation Protection Regulations as amended, will, on OPG's behalf, inform those individuals providing Work at the Sites of the purpose for which the information is collected. The CNSC, under its radiation protection regulations, requires OPG to collect these numbers.

(c) **Dose Information.** OPG will provide the Contractor with each individual's radiation dose received in providing Work at the Sites. OPG will also report each individual's radiation dose to the Canadian dose registry. The Contractor will also maintain a record of each individual's radiation dose, received both under this Agreement and in respect of any other services provided for third parties where radiation doses can be received.

6.7 Parties' Responsibilities

(a) **OPG's Responsibilities**. OPG will:

(1) provide all radiation monitoring stations, radiation personal protective equipment and clothing (i.e., brown ensemble, plastic suit, comfo mask, etc.), if required;

(2) provide all required procedures to implement the radiation protection program;

(3) provide, issue, receive, and analyze all dosimetry required by the radiation protection program (i.e. thermo luminescent dosimeters, bioassay submissions, etc.);

(4) provide monitoring and oversight of the Contractor's Personnel while working within the working area as per the radiation protection program, if required;

(5) recommend shielding configurations to control worker radiation exposure as per ALARA, where appropriate;

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(6) provide a remote monitoring system (similar to the teledose system used in outages) to communicate with workers inside the work area (if deemed necessary);

(7) prepare and administer radiation protection exposure permits (REPs), if required;

(8) conduct the radiation protection portion of the pre-job brief, if required;

(9) support routine waste handling/processing for the miscellaneous waste and garbage generated during the Work activities;

(10) provide routine workplace sampling as required by the radiation protection program, to verify radiological conditions; and

(11) provide required radiation protection training.

(b) **Contractor's Responsibilities**. The Contractor will:

(1) provide all conventional personal protective equipment for the Contractor's Personnel (i.e., safety boots, safety glasses, hard hat, gloves, etc.);

(2) Ensure that the Contractor's Personnel stay within the bounds of the OPG radiation protection program;

(3) conduct bulk decontamination activities, and conduct all radiological waste handling activities (bagging, packing and drumming, etc.) up until handed off to either OPG Civil Maintenance or OPG Nuclear Waste Management, if required.

6.8 Medical Treatment

If OPG, at its sole and absolute discretion, establishes or allows use of established emergency medical treatment facilities at the Sites, and in consideration of any such establishment or right of use and the provision of any such treatment to the Contractor or any other Persons providing Work, the Contractor will indemnify and hold harmless each member of the OPG Group, from and against all Losses suffered or incurred by a member of the OPG Group and all claims, demands, actions, suits or proceedings for Losses made against any member of the OPG Group by any Person, arising out of the provision of or in any way connected with the furnishing of such treatment.

STATION POLICIES

SECTION 7 – CHECKS

7.1 Notify Before Arrival at Site and Background Check

Every non-Canadian individual who will be providing any of the Work must have a valid work permit to work in Canada. The Contractor will cooperate with OPG in order to obtain and maintain the appropriate work permits for all of the Contractor's Personnel. In order to obtain any required work permit, the Contractor will contact OPG at least two weeks before entry of the applicable member of the Contractor's Personnel into Canada and will provide any information and documentation required by OPG to obtain the work permit. The Contractor will ensure that each of the Contractor's Personnel providing the Work will maintain his or her work permits throughout the period in which he or she provides the Work. No Person will be permitted to provide any of the Work without a valid work permit.

7.2 Security Clearances

Every individual providing Work must be security cleared as appropriate for the Work being provided. If any question arises as to whether any particular aspect of the Work requires security clearance, or with respect to the nature of the required security clearance, the determination will be made by OPG's Representative, and this determination will be considered final. The Contractor will co-operate with OPG in order to ensure that all of the Contractor's Personnel are security cleared. The Contractor will initiate the security clearance process for each member of the Contractor's Personnel at least two weeks before that individual commences the provision of any Work. The Contractor will provide OPG with all information (in the form requested by OPG) and documentation requested by OPG in order for each member of the Contractor's Personnel to be security cleared. OPG may use the documentation and information provided for future security clearances on that individual as may be required by OPG or any Governmental Authority. No individual will be permitted to provide Work without having passed the security clearance required by OPG. At OPG's request, the Contractor will remove from the provision of the Work, any individual providing Work who has failed to pass any initial or subsequent security clearance.

7.3 Unsuitable Individuals

If OPG determines that any individual referred to in section 7.1 is unsuitable to provide Work at the Sites or to be given access to Project documentation considered by OPG to be of a security sensitive nature, the Contractor will replace that individual with a

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suitable individual, at no cost to OPG. OPG will not permit entry to the Sites, or access to any Project documentation considered by OPG to be of a security sensitive nature, to anyone who has not passed any security clearance, does not have the individual's identification card in the individual's possession or is otherwise unsuitable to OPG under this section 7.3 or section 7.4.

7.4 Other Checks

To the extent that any individual providing any of the Work requires, in the view of OPG's Representative, any other security check or any background, reference, credit or employment check, the Contractor will provide such information as OPG's Representative may request so that OPG may perform such check. If OPG determines that any such individual is unsuitable to provide Work, the Contractor will replace that individual with a suitable individual, at no cost to OPG.

SECTION 8 – NOTIFYING SECURITY AND DELIVERIES

8.1 Notice as to Hours of Work

Subject to section 3.3, before any individuals start to provide any Work at the Sites, the Contractor will deliver a written Notice to OPG's Representative indicating the hours of work of each such individual or class of individuals.

8.2 Holidays

[Intentionally deleted.]

8.3 Hard Hats

The Contractor will ensure that each individual providing Work at the Sites will wear, at all times on the Sites, a hard hat that clearly identifies the individual's name and the name or logo of the individual's employer. The Contractor will ensure that all hats worn by members of the Contractor's Personnel of the same employer are of the same colour.

SECTION 9 – SHIPPING

[Intentionally deleted.]

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SECTION 10 – PARKING

10.1 On Site Access

The Contractor will use entrances, exits and on-site routes as directed by OPG. The Contractor will comply with OPG's rules and requirements if access through the gate and related security is required. The Contractor will ensure that no individual providing Work at the Sites will drive any private vehicles around the station for any reason other than parking in designated areas.

10.2 Minimize Vehicles

To assist in the maintenance of safety at the station, the Contractor will minimize the number of vehicles that the Contractor and the individuals providing Work at the Sites have at the station at any time. The Contractor will ensure that any individual providing Work at the station and driving a vehicle of the Contractor or a Subcontractor that does not bear the name of the Contractor will obtain a tag from OPG station security.

10.3 Parking for Private Vehicles

The Contractor will cause each individual providing Work at the Sites to park private vehicles in the areas designated from time to time by OPG's Representative in writing. Unless otherwise specified by OPG's Representative in writing, parking is on a first come, first served basis.

10.4 Speed Limits

The Contractor will ensure that no individual providing Work at the Sites will drive (both private vehicles and vehicles of the Contractor) at speeds in excess of the speed limits posted at the generating station. OPG station security may prohibit any individual from driving at the station if that individual exceeds the speed limits posted at the station.

SECTION 11 – GOODS, CONSTRUCTION EQUIPMENT AND TOOLS

11.1 Search on Arrival and Departure

OPG station security may examine or search all Goods, construction equipment, tools, toolboxes, tool cribs, storage bins and all other tangible goods brought to, or being removed from, the Sites or station by the Contractor or any individual providing the Work. OPG station security may examine or search all vehicles, including private vehicles, brought to, on, or being removed from, the Sites or station by the Contractor or any individual providing the Work.

11.2 Itemized List of Items on Delivery

At the time any Goods, construction equipment, tools, toolboxes, tool cribs or storage bins are delivered to the station respecting the Project, the Contractor will ensure that an itemized list of all such items is simultaneously delivered to OPG station security. OPG station security may use this list when any of these items is being removed from the station.

11.3 Removal of Goods, Construction Equipment and Tools

The Contractor will ensure that none of the Goods, construction equipment, tools, toolboxes, tool cribs or storage bins delivered to the station respecting the Project will be removed from the station unless a duly completed material removal pass has been delivered to OPG station security. OPG's Representative will supply the Contractor with blank material removal passes on request. No material removal pass is complete until it is signed by OPG's Representative or any individual designated by OPG's Representative.

11.4 Search of Sites

The Contractor will clearly identify the owner or user of all construction equipment, tools, toolboxes, tool cribs, storage bins, storage areas and temporary structures and facilities located at the Sites. OPG station security may conduct after-hours patrols to determine whether all construction equipment, tools, toolboxes, tool cribs, storage bins, storage areas and temporary structures and facilities located at the Sites have been secured. OPG station security may examine or search at any time, in the presence of the Contractor, any Contractor or Subcontractor enclosure on the Sites, including construction equipment, vehicles, tools, toolboxes, tool cribs, storage bins, storage area or temporary structure or facility located at the Sites.

11.5 Report of Lost Property

The Contractor will immediately report all losses of property to OPG station security.

11.6 Cameras

The Contractor will ensure that no individual providing the Work will bring to the Sites any camera or other optical recording device without the signed approval of OPG's Representative or of any individual designated by OPG's Representative.

11.7 Personal Electronic Devices

The use of all portable personal electronic devices such as smart phones, Blackberries™, IPhones™, computers, IPods™ ,IPads™, Playbooks™, CD players, MP3 players, radios,

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video games and similar devices are prohibited at all times on the operating island. Exceptions to this requirement must be approved by OPG's Representative. The operating island is defined as all work areas south of the bridge that connects the Operations Support Building (OSB) to the powerhouse, inclusive of office and other work locations.

SECTION 12 – ALCOHOL AND DRUGS

The Contractor will ensure that no individual providing Work at the Sites will bring to the station or the Sites any alcohol, alcohol containers, intoxicants, incapacitating agents or non-prescribed drugs. If any such individual is found with any such substance at the Sites or at the station, OPG may seize and control such substances, and OPG will treat the individual in accordance with applicable OPG procedures, including sanctions up to and including requiring termination of the individual's employment. If OPG station security believes that any individual providing Work at the Sites is under the influence of any such substance, OPG station security may detain such individual and advise the Contractor.

SECTION 13 – HUMAN RESOURCES GUIDELINE FOR HIRING FORMER OPG EMPLOYEES

The Contractor will notify OPG immediately in the event that it intends to hire a former OPG employee.

Attachment 2.14(f)(A)

Labour Requirements Clause Form 1

See attached the following documents:

1. Acknowledgement of Labour Requirements;
2. Information Sheet for Labour Requirements Clause Form 1;
3. OPG Matrix (Non EPSCA);
4. EPSCA Matrix;
5. Labour Requirements Clause Form 1;
6. Schedules I, II and III to Labour Requirements Clause Form 1;
7. Notice to Proponents;
8. Notice to Proponents – Fabrication Clauses;
9. Notice to Proponents – Electrical Trades Work Requirements for OPG Nuclear Sites;
10. Landlord's Statements;
11. Crane Rentals; and
12. Non-Destructive Testing.

The following are incorporated by reference:

1. EPSCA Contributions Report (go to: www.epsca.org/epscaforms.aspx);
2. EPSCA Contractor - Subcontractor Aug. 2009 (go to: www.epsca.org/epscaforms.aspx;
3. EPSCA Collective Agreements and Wage Schedules (go to: www.epsca.org/);
4. CUSW Collective Agreement and Wage Schedules (go to: www.opg.com/customers/labour.asp); and
5. BACU Collective Agreement and Wage Schedules (go to: www.opg.com/customers/labour.asp).

Schedule 4.3 – Labour Requirements

ONTARIO POWER GENERATION

ACKNOWLEDGEMENT OF LABOUR REQUIREMENTS

Aecon Industrial, a division of Aecon Construction Group Inc. / SNC-Lavalin Nuclear Inc. Joint Venture
(Full Legal Name of Proponent)

acknowledges and agrees that should the Proponent enter into an agreement (the "**Agreement**") with Ontario Power Generation Inc. ("**OPG**") respecting the project which is the subject matter to which this form relates:

(a) the Agreement will include all the terms of the attached document entitled "Labour Requirements Clause";

(b) all the terms of the Labour Requirements Clause will form part of any subcontract which the Proponent enters into for the performance of any work covered by the Agreement; and

(c) failure by the Proponent or any of its subcontractors to comply with any of the terms contained in the Labour Requirements Clause will, at the option of OPG, render the Agreement or any such subcontract, or any part of the Agreement or any such subcontract as determined by OPG, null and void.

The Proponent will provide OPG upon request evidence satisfactory to OPG that the Proponent and any of its subcontractors are complying with the terms of the Labour Requirements Clause. It is understood that this Acknowledgement of Labour Requirements will form part of the Agreement, if OPG enters into the Agreement with the Proponent.

Dated: August 23, 2013.

[Aecon Industrial, a division of Aecon Construction Group Inc. / SNC-Lavalin Nuclear Inc. Joint Venture]

Aecon Industrial a division of Aecon Group Inc.

Name: Ian Turnbull
Title: President Aecon Industrial Central Canada

SNC-Lavalin Nuclear Inc.

Name: Robert Stewart
Title: Senior Vice President and General Manager

Revised August 15, 2012
(Supersedes Sheet dated December 6, 2010)

ONTARIO POWER GENERATION

INFORMATION SHEET for LABOUR REQUIRMENTS CLAUSE — Form 1

The contents of this information sheet do not form part of the procurement documents, nor part of any contract that may be entered into with Ontario Power Generation Inc. It is supplied solely for the purpose of assisting companies in the procurement process.

The Labour Requirement Clause is designed to reflect three major groupings of trade skills, as follows:

1. Schedule I – *Work which can be described as coming within the trade jurisdiction of these unions:*

   (i) **Labourers' International Union of North America, Ontario Provincial District Council**

   (ii) **Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Plasterers Local 124**

   (iii) **International Association of Heat and Frost Insulators and Asbestos Workers**

   (iv) **The Ontario Council of the International Union of Painters and Allied Trades**

   (v) **International Brotherhood of Teamsters**

   (vi) **International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers**

   (vii) **International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers on behalf of Reinforcing Rodmen**

   (viii) **United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada**

INFORMATION SHEET
FOR LABOUR REQUIRMENTS
CLAUSE — Form 1

(ix) **Electrical**

(a) Canadian Union of Skilled Workers
(b) The IBEW Electrical Power Council of Ontario

(x) **International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers**

(xi) **The Brick and Allied Craft Union of Canada**

(xii) **International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen on behalf of the Marble, Tile, Terrazzo, Resilient Floor Layers and their Helpers**

(xiii) **Ontario Sheet Metal Workers' Conference**

(xiv) **The Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers Conference**

(xv) **International Union of Operating Engineers**

(xvi) **Millwright Regional Council of Ontario, United Brotherhood of Carpenters and Joiners of America**

(xvii) **Carpenters District Council of Ontario (CDC), United Brotherhood of Carpenters and Joiners of America**

(xviii) **Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local 598**

2. Schedule II – *Work which can be described as coming within the trade jurisdiction of this union.*

At present there are no unions in this category.

3. Schedule III – *Work which cannot be described as coming within the trade jurisdiction of any of the unions listed in paragraphs 1 and 2 above.*

INFORMATION SHEET
FOR LABOUR REQUIRMENTS
CLAUSE — Form 1

If any of the work being bid will be the type of work described in paragraph 1, paragraphs B, C and D of the Labour Requirements Clause specifically applies to that work.

If any of the work being bid will be the type of work described in paragraph 2, paragraph E of the Labour Requirements clause specifically applies to that work.

In the case of any other type of work, as described in paragraph 3, paragraph F of the Labour Requirements clause specifically applies to that work.

It is important to note that with the exception of paragraphs B, C, D, E and F, which are applicable as explained above, all other paragraphs of the Labour Requirements Clause apply to any work being bid.

4. (a) Notwithstanding anything set out above, the field construction by jump or slip method of hollow concrete columns, such as chimneys, silos and bins, exclusive of multiple-celled silos as used in cement and grain storage and including the construction of chimneys, chimney liners and the demolition or repair of any of the aforementioned structures shall not be subject to the provisions of the Electrical Power Systems Construction Association Collective Agreements if the employer of employees performing such work is a party to the National Agreement for Canada — Stacks, Chimneys, Silos or any renewal thereof.

(b) Notwithstanding anything set out above, work coming within the trade jurisdiction of the International Union of Operating Engineers, Local 793, as that jurisdiction relates to Crane and Equipment Rentals shall not be subject to the provisions of the Electrical Power Systems Construction Association/ Operating Engineers Collective Agreement if the employer of employees performing work within such jurisdiction is a party to a collective agreement with the International Union of Operating Engineers, Local 793, with respect to Crane and Equipment Rentals.

- - - END OF INFORMATION SHEET - - -

Station	Plant Group	BACU	CUSW	Machinists
Abitibi Canyon GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Adam Creek Diversion Dam	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Aguasabon GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Alexander GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Arnprior GS	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Atikokan GS	Fossil	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Auburn GS	Evergreen Energy	Local 10 - Kingston	Oshawa/Por	Province Wide
Bark Lake Control Dam	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Barrett Chute GS	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Black Sturgeon Block Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Big Chute GS	Evergreen Energy	Local 2 - Toronto	Georgian Ba	Province Wide
Big Eddy GS	Evergreen Energy	Local 2 - Toronto	Georgian Ba	Province Wide
Bingham Chute GS	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Calabogie GS	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Calabogie North Channel	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Cameron Falls GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Caribou Falls GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Cedar Channel Dams	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Chapais Lake Block Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Chard GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Chats Falls GS	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Chenaux GS	Ottawa/St. Lawrence	Local 28 - Sudbury	Sudbury	Province Wide
Coniston GS	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Crystal Falls GS	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Darlington GS	Nuclear	Local 20 - Oshawa	Darlington	Province Wide
DeCew (ND1)	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
DeCew No 2 (NF23)	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
Des Joachims GS	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Dog Lake Dams	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Ear Falls GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Elliot Chute GS	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Eugenia GS	Evergreen Energy	Local 12 - Kitchener	Central Onta	Province Wide
Frankford GS	Evergreen Energy		Quinte/St. L	Province Wide
Frederickhouse	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Greenwater Lake Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Hagues Reach GS	Evergreen Energy	Local 10 - Kingston	Oshawa/Por	Province Wide
Hanna Chute GS	Evergreen Energy	Local 2 - Toronto	Georgian Ba	Province Wide
Harmon GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Hat GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Hays Lake Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Healey Falls GS	Evergreen Energy	Local 10 - Kingston	Oshawa/Por	Province Wide
High Falls GS	Evergreen Energy	Local 7 - Ottawa	Ottawa	Province Wide
Horwood Lake Dam	Northeast	Local 28 - Sudbury	Sudbury	Province Wide

Hound Chute GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Indian Chute GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Int'l Niagara Control Works	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
Iroquois Dam	Ottawa/St. Lawrence	Local 7 - Ottawa	Quinte/St. Lawrence	Province Wide
Kakabeka Falls GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Kamaniskeg Lake Control Dam	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Kashabowie Lake Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Kenogami Lake Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Kipling GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Lac Seul GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Lady Evelyn	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Lakefield GS	Evergreen Energy	Local 10 - Kingston	Oshawa/Por	Province Wide
Lake Gibson GS	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
Lakeview	Fossil	Local 2 - Toronto	Toronto	Province Wide
Lambton GS	Fossil	Local 23 - Sarnia	Sarnia	Province Wide
Lennox GS	Fossil	Local 10 - Kingston	Quinte/St. L	Province Wide
Little Jackfish GS1	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Little Jackfish GS2	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Little Long GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Long Lake Diversion Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Long Lake GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Lower Notch GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Lower Sturgeon GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Manitou Falls GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Matabichuan GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Mattagami Lake Dam	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Maynard Falls GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
McVittie GS	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Merrickville GS	Evergreen Energy	Local 7 - Ottawa	Ottawa	Province Wide
Mesomikenda	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Meyersburg GS	Evergreen Energy	Local 10 - Kingston	Oshawa/Por	Province Wide
Mistinikon	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Mountain Chute GS	Ottawa/St. Lawrence	Local 28 - Sudbury	Sudbury	Province Wide
Nanticoke GS	Fossil	Local 1 - Hamilton	Hamilton	Province Wide
New Post Dam	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Newpost Creek GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Nipissing GS	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Ontario Power GS	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
Otter Rapids GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Otto Holden GS	Ottawa/St. Lawrence	Local 28 - Sudbury	Sudbury	Province Wide
Peter Long Dam	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Pickering GS	Nuclear	Local 2 - Toronto	Pickering	Province Wide
Pine Portage GS	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Portlands Project	Fossil	Local 2 - Toronto	Toronto	Province Wide
R.H. Saunders GS	Ottawa/St. Lawrence	Local 7 - Ottawa	Quinte/St. Lawrence	Province Wide
Rabbit Lake Control Dam	Northeast	Local 25 - Thunder Bay	Thunder Bay	Province Wide
Ragged Chute GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Ragged Rapids GS	Evergreen Energy	Local 2 - Toronto	Georgian Ba	Province Wide
Ranney GS	Evergreen Energy	Local 10 - Kingston	Oshawa/Por	Province Wide
Rat Rapids Dam	Northwest	Local 25 - Thunder Bay	Thunder Bay	Province Wide

Root River Dam	Northwest	Local 25 - Thunder Bay	Thunder Ba	Province Wide
Sandy Falls GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Seymour GS	Evergreen Energy	Local 10 - Kingston	Oshawa/Por	Province Wide
Shebandowan Lake Dam	Northwest	Local 25 - Thunder Bay	Thunder Ba	Province Wide
Sidney GS	Evergreen Energy		Quinte/St. L	Province Wide
Sills Island GS	Evergreen Energy		Quinte/St. L	Province Wide
Silver Falls GS	Northwest	Local 25 - Thunder Bay	Thunder Ba	Province Wide
Sir Adam Beck 1	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
Sir Adam Beck 2	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
Sir Adam Beck Pump GS	Niagara	Local 4 - St Catharines	Niagara Per	Province Wide
Smoky Falls GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Snake Creek Block Dams	Northwest	Local 25 - Thunder Bay	Thunder Ba	Province Wide
South Falls GS	Evergreen Energy	Local 2 - Toronto	Georgian Ba	Province Wide
Stewartville GS	Ottawa/St. Lawrence	Local 7 - Ottawa	Ottawa	Province Wide
Stinson GS	Evergreen Energy	Local 2 - Toronto	Georgian Ba	Province Wide
Summit Diversion Dam	Northwest	Local 25 - Thunder Bay	Thunder Ba	Province Wide
Thunder Bay GS	Fossil	Local 25 - Thunder Bay	Thunder Ba	Province Wide
Tomiko Dam	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Trethewey Falls GS	Evergreen Energy	Local 2 - Toronto	Georgian Ba	Province Wide
Waboose Dam	Northwest	Local 25 - Thunder Bay	Thunder Ba	Province Wide
Wanapitei Lake Dam	Evergreen Energy	Local 28 - Sudbury	Sudbury	Province Wide
Watabeag Dam	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Wawaitin GS	Northeast	Local 28 - Sudbury	Sudbury	Province Wide
Western Waste Mgmt Facility	Nuclear	Local 12 - Kitchener	NWO Bruce	Province Wide
Whitedog GS	Northwest	Local 25 - Thunder Bay	Thunder Ba	Province Wide
Zadi Lake Dam	Northeast	Local 28 - Sudbury	Sudbury	Province Wide

Station	Plant Group	Boilermakers	Carpenters	Cement Masons	IBEW - Generation	IBEW- Transmission	Insulators	Iron Workers	Labourers (International)	Labourers (LIUNA OPDC)	Millwrights	Operating Engineers	Painters	Plasterers	Rodmen	Roofers	Sheet Metal	Teamsters	UA - Pipefitter and Plumber
Abitibi Canyon GS	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-5	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-8	RO-13	SM-16	T-17	UA-15
Adam Creek Diversion Dam	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-5	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-8	RO-13	SM-16	T-17	UA-15
Aguasabon GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Alexander GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Arnprior GS	Ottawa/St. Lawrence	Province Wide	C-12	CM-6	E-13-C	E-13-C	IN-3	I-4	L-16	L-16-OPG/L-16-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Arnprior Weir	Ottawa/St. Lawrence	Province Wide	C-12	CM-6	E-13-C	E-13-C	IN-3	I-4	L-16	L-16-OPG/L-16-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Atikokan GS	Fossil	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Auburn GS	Evergreen Energy	Province Wide	C-9	CM-6	E-10-C	E-10-C	IN-1	I-3	L-12-A	L-12A-OPG/L-12A-BP	Province Wide	O-5-B	P-9	PL-6	R-5	RO-8	SM-11	T-10	UA-9
Bark Lake Control Dam	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Barrett Chute GS	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Big Chute GS	Evergreen Energy	Province Wide	C-17	CM-5-A	E-14-C	E-14-C	IN-1	I-3	L-12-B	L-12B-OPG/L-12B-BP	Province Wide	O-5-B	P-7	PL-5	R-5	RO-7	SM-10	T-10	UA-11
Big Eddy GS	Evergreen Energy	Province Wide	C-17	CM-5-A	E-14-C	E-14-C	IN-1	I-3	L-12-B	L-12B-OPG/L-12B-BP	Province Wide	O-5-B	P-7	PL-5	R-5	RO-7	SM-10	T-10	UA-11
Bingham Chute GS	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Black Sturgeon Block Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Calabogie GS	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Calabogie North Channel	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Cameron Falls GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Caribou Falls GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Cedar Channel Dams	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Chapais Lake Block Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Chard GS		Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-17
Chats Falls GS	Ottawa/St. Lawrence	Province Wide	C-14	CM-6	E-13-C	E-13-C	IN-3	I-4	L-15	L-15-OPG/L-15-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-14	UA-14
Chenaux GS	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Coniston GS	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Crystal Falls GS	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Darlington GS	Nuclear	Province Wide	C-9	CM-5-B	E-10-C	E-10-C	IN-1	I-3	L-11	L-11-OPG/L-11-BP	Province Wide	O-5-B	P-8	PL-5	R-5	RO-7	SM-9	T-10	UA-9
DeCew (ND1)	Niagara	Province Wide	C-6	CM-4	E-7-C	E-7-C	IN-1	I-2	L-7	L-7-OPG/L-7-BP	Province Wide	O-4	P-6	PL-4	R-4	RO-5	SM-8	T-7	UA-6
DeCew No 2 (NF23)	Niagara	Province Wide	C-6	CM-4	E-7-C	E-7-C	IN-1	I-2	L-7	L-7-OPG/L-7-BP	Province Wide	O-4	P-6	PL-4	R-4	RO-5	SM-8	T-7	UA-6
Des Joachims GS	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Dog Lake Dams	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Ear Falls GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Elliot Chute GS	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Eugenia Falls GS	Evergreen Energy	Province Wide	C-3-A	CM-3	E-8-C	E-8-C	IN-1	I-2	L-8	L-8-OPG/L-8-BP	Province Wide	O-4	P-4	PL-3	R-4	RO-4	SM-5	T-5	UA-8
Frankford GS	Evergreen Energy	Province Wide	C-9	CM-6	E-12-C	E-12-C	IN-1	I-3	L-14	L-14-OPG/L-14-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-9	SM-12	T-12	UA-10
Frederickhouse	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-20	L-20-OPG/L-20-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-13	SM-16	T-16	UA-15
Greenwater Lake Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Hagues Reach GS	Evergreen Energy	Province Wide	C-9	CM-6	E-10-C	E-10-C	IN-1	I-3	L-12-A	L-12A-OPG/L-12A-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-8	SM-11	T-12	UA-9
Hanna Chute GS	Evergreen Energy	Province Wide	C-17	CM-5-A	E-14-C	E-14-C	IN-1	I-3	L-12-B	L-12B-OPG/L-12B-BP	Province Wide	O-5-B	P-7	PL-5	R-5	RO-7	SM-10	T-10	UA-11
Harmon GS	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-17
Hat GS		Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-17
Hays Lake Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Healey Falls GS	Evergreen Energy	Province Wide	C-9	CM-6	E-10-C	E-10-C	IN-1	I-3	L-12-A	L-12A-OPG/L-12A-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-8	SM-11	T-12	UA-9
High Falls GS	Evergreen Energy	Province Wide	C-12	CM-6	E-13-C	E-13-C	IN-3	I-4	L-16	L-16-OPG/L-16-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-14	UA-14
Horwood Lake Dam	Northeast	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Hound Chute GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Indian Chute GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Int'l Niagara Control Works	Niagara	Province Wide	C-6	CM-4	E-7-C	E-7-C	IN-1	I-2	L-7	L-7-OPG/L-7-BP	Province Wide	O-4	P-6	PL-4	R-4	RO-5	SM-8	T-7	UA-6
Iroquois Dam	Ottawa/St. Lawrence	Province Wide	C-13	CM-6	E-12-C	E-12-C	IN-3	I-4	L-16	L-16-OPG/L-16-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-14	UA-14
Kakabeka Falls GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Kamaniskeg Lake (Palmer I	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14

Station	Plant Group	Boilermakers	Carpenters	Cement Masons	IBEW - Generation	IBEW- Transmission	Insulators	Iron Workers	Labourers (International)	Labourers (LIUNA OPDC)	Millwrights	Operating Engineers	Painters	Plasterers	Rodmen	Roofers	Sheet Metal	Teamsters	UA - Pipefitter and Plumber
Kashabowie Lake Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Kenogami Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Kipling GS	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-17
Lac Seul GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Lady Evelyn	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Lake Gibson GS	Niagara	Province Wide	C-6	CM-4	E-7-C	E-7-C	IN-1	I-2	L-7	L-7-OPG/L-7-BP	Province Wide	O-4	P-6	PL-4	R-4	RO-5	SM-8	T-7	UA-6
Lakefield GS	Evergreen Energy	Province Wide	C-9	CM-6	E-10-C	E-10-C	IN-1	I-3	L-12-A	L-12A-OPG/L-12A-BP	Province Wide	O-5-B	P-9	PL-6	R-5	RO-8	SM-11	T-10	UA-9
Lakeview	Fossil	Province Wide	C-8	CM-5-A	E-9-C	E-9-C	IN-1	I-3	L-9-A	L-9A-OPG/L-9A-BP	Province Wide	O-5-A	P-7	PL-5	R-5	RO-7	SM-9	T-3	UA-7
Lambton GS	Fossil	Province Wide	C-2	CM-2	E-3-C	E-3-C	IN-1	I-1	L-3	L-3-OPG/L-3-BP	Province Wide	O-2	P-2	PL-2	R-2	RO-2	SM-3	T-2	UA-2
Lennox GS	Fossil	Province Wide	C-11	CM-6	E-12-C	E-12-C	IN-1	I-4	L-14	L-14-OPG/L-14-BP	Province Wide	O-6	P-9	PL-6	R-7	RO-9	SM-12	T-12	UA-12
Little Jackfish GS1	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Little Jackfish GS2	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Little Long GS	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-17
Long Lake Control Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Long Lake GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Lower Notch GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Lower Sturgeon GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-20	L-20-OPG/L-20-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-13	SM-14	T-16	UA-15
Manitou Falls GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Matabichuan GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Mattagami Lake Dam	Northeast	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Maynard Falls GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
McVittie GS	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Merrickville GS	Evergreen Energy	Province Wide	C-12	CM-6	E-12-C	E-12-C	IN-1	I-4	L-16	L-16-OPG/L-16-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-12	UA-12
Mesomikenda	Northeast	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Meyersburg GS	Evergreen Energy	Province Wide	C-9	CM-6	E-10-C	E-10-C	IN-1	I-3	L-12-A	L-12A-OPG/L-12A-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-8	SM-11	T-12	UA-9
Mistinikon	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Mountain Chute GS	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Nanticoke GS	Fossil	Province Wide	C-5	CM-4	E-6-C	E-6-C	IN-1	I-2	L-6	L-6-OPG/L-6-BP	Province Wide	O-4	P-5	PL-4	R-4	RO-5	SM-6	T-7	UA-5
New Post Dam	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-15
Newpost Creek GS	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-15
Nipissing GS	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Otter Rapids GS	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-15
Otto Holden GS	Ottawa/St. Lawrence	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-10	SM-14	T-16	UA-15
Peter Long Dam	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-20	L-20-OPG/L-20-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Pickering GS	Nuclear	Province Wide	C-8	CM-5-A	E-9A-C	E-9A-C	IN-1	I-3	L-9-A	L-9A-OPG/L-9A-BP	Province Wide	O-5-A	P-7	PL-5	R-5	RO-7	SM-9	T-3	UA-7
Pine Portage GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Portlands Project	Fossil	Province Wide	C-8	CM-5-A	E-9-C	E-9-C	IN-1	I-3	Pending	Pending	Province Wide	O-5-A	P-7	PL-5	R-5	RO-7	SM-9	T-3	UA-7
R.H. Saunders GS	Ottawa/St. Lawrence	Province Wide	C-13	CM-6	E-12-C	E-12-C	IN-3	I-4	L-16	L-16-OPG/L-16-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-14	UA-14
Rabbit Lake Control Dam	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Ragged Chute GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-19	L-19-OPG/L-19-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-11	T-16	UA-15
Ragged Rapids GS	Evergreen Energy	Province Wide	C-17	CM-5-A	E-14-C	E-14-C	IN-1	I-3	L-12-B	L-12B-OPG/L-12B-BP	Province Wide	O-5-B	P-7	PL-5	R-5	RO-7	SM-10	T-10	UA-11
Ranney GS	Evergreen Energy	Province Wide	C-9	CM-6	E-10-C	E-10-C	IN-1	I-3	L-12-A	L-12A-OPG/L-12A-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-8	SM-11	T-12	UA-9
Rat Rapids Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Root River Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Sandy Falls GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-20	L-20-OPG/L-20-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-13	SM-14	T-16	UA-15
Seymour GS	Evergreen Energy	Province Wide	C-9	CM-6	E-10-C	E-10-C	IN-1	I-3	L-12-A	L-12A-OPG/L-12A-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-8	SM-11	T-12	UA-9
Shebandowan Lake Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Sidney GS	Evergreen Energy	Province Wide	C-9	CM-6	E-12-C	E-12-C	IN-1	I-3	L-14	L-14-OPG/L-14-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-9	SM-12	T-12	UA-10
Sills Island GS	Evergreen Energy	Province Wide	C-9	CM-6	E-12-C	E-12-C	IN-1	I-3	L-14	L-14-OPG/L-14-BP	Province Wide	O-6	P-9	PL-6	R-5	RO-9	SM-12	T-12	UA-10
Silver Falls GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17

Station	Plant Group	Boilermakers	Carpenters	Cement Masons	IBEW - Generation	IBEW- Transmission	Insulators	Iron Workers	Labourers (International)	Labourers (LIUNA OPDC)	Millwrights	Operating Engineers	Painters	Plasterers	Rodmen	Roofers	Sheet Metal	Teamsters	UA - Pipefitter and Plumber
Sir Adam Beck 1	Niagara	Province Wide	C-6	CM-4	E-7-C	E-7-C	IN-1	I-2	L-7	L-7-OPG/L-7-BP	Province Wide	O-4	P-6	PL-4	R-4	RO-5	SM-8	T-7	UA-6
Sir Adam Beck 2	Niagara	Province Wide	C-6	CM-4	E-7-C	E-7-C	IN-1	I-2	L-7	L-7-OPG/L-7-BP	Province Wide	O-4	P-6	PL-4	R-4	RO-5	SM-8	T-7	UA-6
Sir Adam Beck Pump GS	Niagara	Province Wide	C-6	CM-4	E-7-C	E-7-C	IN-1	I-2	L-7	L-7-OPG/L-7-BP	Province Wide	O-4	P-6	PL-4	R-4	RO-5	SM-8	T-7	UA-6
Smoky Falls GS	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-9	RO-13	SM-16	T-17	UA-17
Snake Creek Block Dams	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
South Falls GS	Evergreen Energy	Province Wide	C-17	CM-5-A	E-14-C	E-14-C	IN-1	I-3	L-12-B	L-12B-OPG/L-12B-BP	Province Wide	O-5-B	P-7	PL-5	R-5	RO-7	SM-10	T-10	UA-11
Stewartville GS	Ottawa/St. Lawrence	Province Wide	C-15	CM-6	E-13-C	E-13-C	IN-3	I-4	L-17	L-17-OPG/L-17-BP	Province Wide	O-6	P-10	PL-6	R-7	RO-10	SM-13	T-15	UA-14
Stinson GS	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Summit Control Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Thunder Bay GS	Fossil	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Tomiko Dam	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Trethewey Falls GS	Evergreen Energy	Province Wide	C-17	CM-5-A	E-14-C	E-14-C	IN-1	I-3	L-12-B	L-12B-OPG/L-12B-BP	Province Wide	O-5-B	P-7	PL-5	R-5	RO-7	SM-10	T-10	UA-11
Waboose Dam	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Wanapitei Lake Dam	Evergreen Energy	Province Wide	C-18	CM-8	E-15-C	E-15-C	IN-1	I-5	L-18	L-18-OPG/L-18-BP	Province Wide	O-7	P-11	PL-8	R-8	RO-11	SM-14	T-16	UA-15
Watabeag Dam	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-20	L-20-OPG/L-20-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Wawaitin GS	Northeast	Province Wide	C-18	CM-7	E-15-C	E-15-C	IN-1	I-5	L-20	L-20-OPG/L-20-BP	Province Wide	O-7	P-11	PL-7	R-8	RO-11	SM-14	T-16	UA-15
Western Waste Mgmt Facili	Nuclear	Province Wide	C-3-A	CM-3	E-8-C	E-8-C	IN-1	I-2	L-4	L-4B-OPG/L-4B-BP	Province Wide	O-3	P-3	PL-3	R-4	RO-3	SM-4	T-6	UA-8
Whitedog GS	Northwest	Province Wide	C-20	CM-9	E-16-C	E-16-C	IN-2	I-6	L-22	L-22-OPG/L-22-BP	Province Wide	O-8	P-13	PL-9	R-9	RO-13	SM-16	T-17	UA-17
Zadi Lake Dam	Northeast	Province Wide	C-20	CM-7	E-15-C	E-15-C	IN-1	I-5	L-22	L-22-OPG/L-22-BP	Province Wide	O-7	P-13	PL-7	R-8	RO-13	SM-16	T-17	UA-15

ONTARIO POWER GENERATION

LABOUR REQUIREMENTS CLAUSE — Form 1

A For the purpose of this Labour Requirements Clause, the following definitions shall apply:

1. "**Company"** shall mean any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or person contracting to do the whole or any part of the work contemplated by this procurement document or contract, as the case may be, at the site described in this procurement document or contract, as the case may be.

2. **"EPSCA Agreement"** shall mean any collective agreement in existence now or in the future between The Electrical Power Systems Construction Association and any Trade Union or Council of Trade Unions.

3. **"CUSW Agreement"** shall mean the collective agreement in existence now or in the future between the Canadian Union of Skilled Workers and the Ontario Power Generation Inc. or any other relevant CUSW agreement.

4. **"BACU Agreement"** shall mean the collective agreement in existence now and in the future between the Brick and Allied Craft Union of Canada and Ontario Power Generation Inc.

5. **"Work on Site"** shall mean work performed by any Company for Ontario Power Generation Inc. in the Province of Ontario on property acquired by Ontario Power Generation Inc. for:

   (a) the construction of generation facilities or microwave and repeater stations;

   (b) the supply of aggregate and concrete used in the construction of said facilities; and

   (c) ancillary material yards.

B Any Company performing any non-electrical or non-bricklaying Work on Site which would come within the jurisdiction of any of the Unions that are signatory to an EPSCA Agreement shall be required to conform to and adhere to the provisions of that EPSCA Agreement. If the EPSCA Agreement does not contain a wage rate

LABOUR REQUIREMENTS CLAUSE **FORM 1**

for a trade classification required by any such Company, it shall request the OPG Manager – Construction Labour Relations for a wage rate and the wage rate so specified shall apply.

C **(a)** Any Company performing any electrical Work on Site which would come within the jurisdiction of the Canadian Union of Skilled Workers (CUSW) shall be required to conform and adhere to the following:

(i) if the Company is **NOT** signatory to an IBEW Collective Agreement*, the relevant CUSW collective agreement will apply and the Company must sign Appendix E of said Collective Agreement.

** membership in EPSCA on its own does not constitute "signatory to an IBEW Collective Agreement" for purposes of this document*

(ii) if the Company is signatory to an IBEW Collective Agreement*, the EPSCA/IBEW Generation Projects collective agreement will apply;

(b) Any Company performing bricklaying or masonry work on site, which would come within the jurisdiction of BACU, shall be required to conform and adhere to the following:

(i) any contractor shall only contract or sub-contract work to employers who agree in writing to abide by the terms and conditions of the OPG/BACU Collective Agreement and the Company must sign Appendix E of said Agreement.

(c) Nuclear Sites

Defined Nuclear BTU (Building Trades Unions) electrical trades work*

(i) For Work on Site which would come within the jurisdiction of CUSW, a minimum of 55% of the BTU performed electrical trades hours will be performed by members of CUSW.

(ii) The CUSW Employer that is assigned/awarded the electrical work will administer the CUSW collective agreement, including the distribution of the BTU assigned electrical trades hours in accordance with the agreed upon percentage.

(iii) This 55% of BTU assigned electrical trades work* hours will be applied on an ongoing, rolling average basis (i.e., the % could be below 55% at any point or period of time, but on an overall 6 month to 6 month basis it will be at least the agreed upon percentage of 55%).

(iv) Notwithstanding the foregoing, at no point will CUSW's presence at Pickering or Darlington fall to zero while there is BTU assigned electrical trades work* being performed at Pickering or Darlington respectively. This provision will be administered by the CUSW contractor/sub-contractor.

(v)` the 55% reflected above is a minimum.

* BTU electrical trades work against which the 55% will be applied consists of: (1) the Project Portfolio (including Pickering A and B Life Extension and Safe Storage), of which MSA Work is a sub-set; and (2) PSA Overflow Work assigned to the BTU at Pickering and Darlington; and (3) Darlington Refurb work performed by MSA contractors under the terms and conditions of the MSA.

D For the purpose of adjustment by Ontario Power Generation Inc. of the labour costs of a directly contracted Company, the costs of any Company falling within the provisions of paragraphs B or C of this Labour Requirements Clause which has proposed to Ontario Power Generation Inc. with respect to this contract and which has entered into a direct contract with Ontario Power Generation Inc. as a result of its proposal being accepted by Ontario Power Generation Inc., shall be based upon rates of wages and working conditions specified or incorporated by reference in the EPSCA Agreements, CUSW Agreement, or BACU Agreement. If Agreements are added to Schedule I attached hereto or if changes are negotiated for any of the Articles of the said Agreements now or subsequently listed in Schedule I, either before or after work on this construction contract commences but before the stipulated time for completion of the work or any extension thereof authorized by Ontario Power Generation Inc., such Company shall, unless the contract is based upon a firm price for the work, either be reimbursed by Ontario Power Generation Inc. for any increases or shall pay to Ontario Power Generation Inc. any decreases or savings arising from any such addition or negotiated change. The amounts of any such increases or decreases in such Company's costs resulting directly from such an addition or negotiated change shall be in accordance with the applicable Collective Agreement. Any such Company shall give Ontario Power Generation Inc.'s auditors full access to all Company records considered by the auditors to be necessary for the purpose of determining the accuracy of any amounts contemplated by this Paragraph. Failing such access and such verification, Ontario Power Generation Inc. shall have no liability to pay any amounts under this Paragraph. *****Such Company will not include in its bid any allowance for daily travel, subsistence or travel and transportation as provided for in the relevant Articles of the applicable Collective Agreement as it will receive from Ontario Power Generation Inc. a reimbursement for the direct cost it incurs for these items.

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***** ***EXCEPTION*** *— When an Employer is required to maintain the payment of subsistence allowance to employees on stand-off, these payments will not be reimbursed by Ontario Power Generation Inc.*

E Any Company performing any Work on Site which would come within the jurisdiction of any trade union that is signatory to a collective agreement with Ontario Power Generation Inc. (other than an EPSCA, CUSW, or BACU Agreement) shall, as a minimum, be required to conform to and adhere to those provisions set out in Schedule II attached hereto. If Schedule II does not contain a wage rate, overtime rate, shift differential rate or other information for a trade classification required by any such Company, it will request the Manager of Ontario Power Generation Inc.'s Labour Relations Department, or his designate, for such rates and the rates so specified in writing shall apply. If changes are required by Ontario Power Generation Inc. in any of the provisions contained in Schedule II, either before or after work on this construction contract commences but before the stipulated time for completion of the work or any extension thereof authorized by Ontario Power Generation Inc., Ontario Power Generation Inc. shall reimburse such Company in accordance with Clause _____ of these RFP documents, unless the contract is based upon a firm price for the work.

F Any Company performing any Work on Site which is not covered by either paragraph B, C or E hereof, shall be required to pay all employees who perform such Work on Site as follows:

(i) wage rates as are established by representative collective agreements existing with contractors working in the municipality or district concerned which are appropriate for the classifications and kind of labour employed, and such revisions to the wage rates of the aforesaid collective agreements as may result from collective bargaining during the term of this contract;

(ii) if no such collective agreements are in force, the rates currently paid to competent workmen in appropriate classifications in the municipality or district;

(iii) if no such collective agreements are in force, and no current rate is established, a fair and reasonable rate.

G Any Company performing any Work on Site shall conform to such working conditions and administrative practices as are required by Ontario Power Generation Inc. from time to time at the work site.

LABOUR REQUIREMENTS CLAUSE **FORM 1**

H Ontario Power Generation Inc. may revise rates, schedules, working conditions and/or administrative practices during the term of this contract and any Company performing any Work on Site shall be required to conform to and adhere to any such revision or revisions.

I Unless otherwise specified herein, no Company shall be entitled to payment or reimbursement for any increases resulting from any changes, revisions and/or additions or deletions in any rates, schedules, working conditions and/or administrative practices nor for payment or reimbursement for any resultant increases in Workplace Safety and Insurance Board (WSIB) assessments, Employment Insurance payments and/or vacation pay nor for payment or reimbursement for any other increase of any sort or type in any other matter.

J If any Company subcontracts to any other Company any part of the Work on Site contemplated by this contract, it shall require any such Company to conform to and adhere to all terms and conditions contained in this Labour Requirements Clause and all such subcontracts shall incorporate all terms and conditions contained in this Labour Requirements Clause.

K The Company shall specify to Ontario Power Generation Inc. that portion of the Work on Site that will be subcontracted and shall submit prior to the subcontractor's commencement of work the name of any Company that will be engaged to perform such Work on Site together with the amount and kind of work each will perform. No work shall be subcontracted by the Company until Ontario Power Generation Inc. is informed of and approves the portion of the work to be subcontracted and the Company receiving the subcontract. Upon written request Ontario Power Generation Inc. may, in exceptional circumstances, grant written approval to the Company to change any of the subcontractor companies named or the amount and kind of work to be performed by each or to enter into additional subcontracts.

L Any Company participating in OPG's procurement process with respect to this contract or any Company performing any Work on Site contemplated by this contract may consult with Ontario Power Generation Inc.'s Manager of Labour Relations, or his designate, with respect to rates, schedules, working conditions and/or administrative practices which may be applicable to this contract. Any information given by Ontario Power Generation Inc. shall in no way obligate Ontario Power Generation Inc. with respect to any matter nor shall it in any way relieve any Company of its responsibility for determining any matter upon which to base its proposal.

LABOUR REQUIREMENTS CLAUSE **FORM 1**

M Ontario Power Generation Inc.'s Manager of Labour Relations, or his designate, may call meetings with respect to rates, schedules, working conditions and/or administrative practices or for discussion and clarification of any problem involving labour relations. Any Company participating in OPG's procurement process with respect to this contract and any Company performing any Work on Site contemplated by this contract shall attend such meetings when requested by Ontario Power Generation Inc.

N Ontario Power Generation Inc. may require from time to time any Company participating in OPG's procurement process with respect to this contract to supply Ontario Power Generation Inc. forthwith with any and all collective agreements that it or any of its subcontractor Companies may have covering the area where the work is to be performed.

O Any Company contracting or contracted to perform any Work on Site contemplated by this contract shall give to Ontario Power Generation Inc. immediately upon request evidence satisfactory to Ontario Power Generation Inc. of such Company's compliance with any or all of the terms and conditions contained in this Labour Requirements Clause. Failure to do so, or failure to comply with any of the terms and conditions contained in this Labour Requirements Clause shall, at the option of Ontario Power Generation Inc., render this contract or such part of it as is determined by Ontario Power Generation Inc., null and void upon notification in writing to the defaulting Company by Ontario Power Generation Inc.

Revised August 15, 2012
(Supersedes Sheet dated December 6, 2010)

ONTARIO POWER GENERATION

SCHEDULES I, II AND III for LABOUR REQUIRMENTS CLAUSE — Form 1

Schedule I – *Work which can be described as coming within the trade jurisdiction of these unions:*

(i) **Labourers' International Union of North America, Ontario Provincial District Council**

(ii) **Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Plasterers Local 124**

(iii) **International Association of Heat and Frost Insulators and Asbestos Workers**

(iv) **The Ontario Council of the International Union of Painters and Allied Trades**

(v) **International Brotherhood of Teamsters**

(vi) **International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers**

(vii) **International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers on behalf of Reinforcing Rodmen**

(viii) **United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada**

(ix) **Electrical**

(a) Canadian Union of Skilled Workers
(b) The IBEW Electrical Power Council of Ontario

(x) **International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers**

Revised August 15, 2012
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SCHEDULES I, II and III
FOR LABOUR REQUIRMENTS
CLAUSE — Form 1

(xi) **The Brick and Allied Craft Union of Canada**

(xii) **International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen on behalf of the Marble, Tile, Terrazzo, Resilient Floor Layers and their Helpers**

(xiii) **Ontario Sheet Metal Workers' Conference**

(xiv) **The Built-up Roofers', Damp and Waterproofers' Section of the Ontario Sheet Metal Workers Conference**

(xv) **International Union of Operating Engineers**

(xv) **Millwright Regional Council of Ontario, United Brotherhood of Carpenters and Joiners of America**

(xvi) **Carpenters District Council of Ontario (CDC), United Brotherhood of Carpenters and Joiners of America**

(xvii) **Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local 598**

2. Schedule II – *Work which can be described as coming within the trade jurisdiction of this union:*

At present there are no unions in this category.

3. Schedule III – *Work which cannot be described as coming within the trade jurisdiction of any of the unions listed in Schedules I or II.*

August 15, 2012
(Supercedes Clause dated December 6, 2010)

ONTARIO POWER GENERATION

NOTICE TO ALL PROPONENTS

FABRICATION CLAUSES

Pipe Fabrication/Bending

An agreement exists between the Electrical Power Systems Construction Association (EPSCA) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada wherein a commitment has been made that all piping at the option of the Employer shall be fabricated or bent on the job site or in a shop. A "shop" is defined as a qualified pipe fabrication shop under agreement with the United Association or one of its Local Unions. There is an exception for the installation of component parts of an industrial piping system such as skid mounted vessels, pumps, driers, exchangers, etc. (but excluding pipe and piping formations between components). For further information, refer to the "Fabrication Clause" Article in the collective agreement.

Sheet Metal Work

An agreement exists between the Electrical Power Systems Construction Association (EPSCA) and the Ontario Sheet Metal Workers' Conference wherein a commitment has been made that all sheet metal work at the option of the Employer shall be fabricated on the job site or in a shop. A "shop" is defined as a sheet metal shop under Agreement with the Sheet Metal Workers' International Association or one of its Local Unions or the Ontario Sheet Metal Workers' Conference. There is an exception for the supply of packaged equipment, catalogue items, and engineered assemblies. For further information, refer to the "Employer's Responsibility" Article in the collective agreement.

August 15, 2012

NOTICE TO ALL PROPONENTS

Electrical Trades Work Requirements for OPG Nuclear Sites

For the following defined Nuclear BTU (Building Trades Unions) electrical trades work*, please note:

(i) For Work on Site which would come within the jurisdiction of CUSW, a minimum of 55% of the BTU performed electrical trades hours will be performed by members of CUSW.

(ii) The CUSW Employer that is assigned/awarded the electrical work will administer the CUSW collective agreement, including the distribution of the BTU assigned electrical trades hours in accordance with the agreed upon percentage.

(iii) This 55% of BTU assigned electrical trades work* hours will be applied on an ongoing, rolling average basis (i.e., the % could be below 55% at any point or period of time, but on an overall 6 month to 6 month basis it will be at least the agreed upon percentage of 55%).

(iv) Notwithstanding the foregoing, at no point will CUSW's presence at Pickering or Darlington fall to zero while there is BTU assigned electrical trades work* being performed at Pickering or Darlington respectively. This provision will be administered by the CUSW contractor/sub-contractor.

(v) the 55% reflected above is a minimum.

* BTU electrical trades work against which the 55% will be applied consists of: (1) the Project Portfolio (including Pickering A and B Life Extension and Safe Storage), of which MSA Work is a sub-set; and (2) PSA Overflow Work assigned to the BTU at Pickering and Darlington; and (3) Darlington Refurb work performed by MSA contractors under the terms and conditions of the MSA.

August 15, 2012
(Supercedes Clause dated December 6, 2010)

ONTARIO POWER GENERATION

NOTICE TO ALL PROPONENTS

FABRICATION CLAUSES

Pipe Fabrication/Bending

An agreement exists between the Electrical Power Systems Construction Association (EPSCA) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada wherein a commitment has been made that all piping at the option of the Employer shall be fabricated or bent on the job site or in a shop. A "shop" is defined as a qualified pipe fabrication shop under agreement with the United Association or one of its Local Unions. There is an exception for the installation of component parts of an industrial piping system such as skid mounted vessels, pumps, driers, exchangers, etc. (but excluding pipe and piping formations between components). For further information, refer to the "Fabrication Clause" Article in the collective agreement.

Sheet Metal Work

An agreement exists between the Electrical Power Systems Construction Association (EPSCA) and the Ontario Sheet Metal Workers' Conference wherein a commitment has been made that all sheet metal work at the option of the Employer shall be fabricated on the job site or in a shop. A "shop" is defined as a sheet metal shop under Agreement with the Sheet Metal Workers' International Association or one of its Local Unions or the Ontario Sheet Metal Workers' Conference. There is an exception for the supply of packaged equipment, catalogue items, and engineered assemblies. For further information, refer to the "Employer's Responsibility" Article in the collective agreement.

ONTARIO POWER GENERATION

Revised May 20, 2008

Landlord's Statement for Board or Travel Allowance Entitlement

Dear Landlord,

Based on where a trades-person who works on an OPG site lives and what type of accommodations he/she is renting or leasing, he/she may be entitled to receive payments for travel allowance or board allowance. Your co-operation in providing the following information will assist in determining the employee's eligibility for these allowances.

_____ (Employee name) has stated that he/she resides full-time at the following address that he/she rents/leases from you:

Address: _____
_____

The following information is specific to the above named employee and above address only:

- Currently resides at the above address: ☐ YES ☐ NO
- Rents from (date) _____ to _____
- Rents the following accommodations:
  ☐ ROOM ☐ HOUSE ☐ SELF-CONTAINED UNIT (incl. bathroom, bedroom, kitchen, and a separate entrance)
- Rents on the following basis: ☐ ANNUALLY ☐ MONTHLY ☐ WEEKLY
- Signed a lease with me: ☐ YES ☐ NO
- Is a relative ☐ YES ☐ NO
- Are ALL utility bills included in the monthly rent? (i.e., hydro, gas, oil, water, cable/satellite) ☐ YES ☐ NO
- Comments: _____

Landlord's Name (please print): _____

Landlord's Address: _____

_____

Landlord's Phone Number: daytime: _____ evening : _____

Property Roll Number: _____

Landlord's Signature _____ Date _____

I hereby confirm that I am the owner or recognized agent of the above residence. I confirm that the information provided accurately reflects the living situation of the above tenant and I am available to provide further information if needed.

Please note: Failure to provide the above information may result in the applicant being denied board allowance or travel allowance. **Providing false information is considered fraud by Ontario Power Generation Inc. and may result in prosecution under the CRIMINAL CODE OF CANADA.**

Employee Signature _____ Employee Number _____

Please note, if ALL utility bills are not included in the monthly rent you are required to attach one or more of the following bills to this form: hydro, gas, oil, water, cable/satellite. Failure to do so may result in the denial of board allowance or travel allowance.

OPG Representative: _____

Telephone # _____ Fax Number: _____

*** Please include Prime Contractor name and Subcontractor name (if applicable) when faxing ***

Revised August 15, 2012
(Supersedes Clause dated December 6, 2010)

ONTARIO POWER GENERATION

NOTICE TO ALL PROPONENTS –

RENTAL OF CRANES

On the condition that the scope of this procurement document is limited to work which can be described as coming within the trade jurisdiction of the International Union of Operating Engineers, all proponents should pay special attention to the following:

1. A collective agreement has been negotiated between The Electrical Power Systems Construction Association (EPSCA) and the International Union of Operating Engineers establishing rates of pay and working conditions for work in the Electrical Power Systems sector of the construction industry.

2. The International Union of Operating Engineers is bound by the terms and conditions of the EPSCA Collective Agreement. Proponents are required to base the field labour portion of their proposed prices on the terms and conditions of the EPSCA Collective Agreement. A copy of the EPSCA Collective Agreement can be obtained from the EPSCA website at www.epsca.org.

ATTENTION – IMPORTANT

Notwithstanding anything set out above, work coming within the trade jurisdiction of the International Union of Operating Engineers Local 793 (**as that jurisdiction relates to Crane and Equipment Rentals**) shall not be subject to the provisions of the EPSCA Collective Agreement if the Employer of employees performing work within such jurisdiction is a **party to a collective agreement with the International Union of Operating Engineers Local 793 with respect to Crane and Equipment Rentals**. In such a situation, the provisions of that collective agreement shall apply.

Revised August 15, 2012
(Supercedes Documentation dated December 6, 2010)

ONTARIO POWER GENERATION

NOTICE TO ALL PROPONENTS

NON-DESTRUCTIVE TESTING

An agreement exists between the Electrical Power Systems Construction Association (EPSCA) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers wherein a commitment has been made that **non-destructive testing** will be performed in accordance with an agreement acceptable to the union, or under the Quality Control Council of Canada Agreement.

Employment of labour for this contract must therefore be in accordance with the Agreement between the Quality Control Council of Canada and the NDT Management Association or in accordance with another Agreement acceptable to the union

Attachment 2.14(f)(B)

Nuclear Energy Worker Designation Letter

See attached.

ONTARIO POWER GENERATION

File Information:
Original signed to P58 - CIRR
Copy to Facility Radiation Data Unit

N-FORM-10448-R003*

Nuclear Energy Worker Confirmation Form
OPG Contract Employees

This is to confirm that as an OPG contract employee, your employer has designated you as Nuclear Energy Worker (NEW) and you have been notified of the following:

(1) You may receive a dose of ionizing radiation, in the course of performing your duties, that is greater than the prescribed limit for general public.

(2) Information on the risks associated with the exposure to ionizing radiation.

(3) The applicable effective and equivalent dose limits prescribed by the regulator.

(4) You are required to comply with OPG Radiation Protection Procedures.

(5) If you are a female, CNSC regulations impose the following obligation on you: every Nuclear Energy Worker who becomes aware that she is pregnant shall immediately inform the licensee (management) in writing of her pregnancy.

Please sign and complete the information in the following table (with respect to the instructions provided on back). This information, as well as your dose records, may be disclosed to the Canadian Nuclear Safety Commission (CNSC), other government institutions or dosimetry services.

Surname: _____ (Print Name) First Name: _____ (Print Name)

Second (Middle) Name: _____ (Print Name) Chosen Name: _____ (Print Name)

OPG Employee No.: (If assigned) _____

OPG Dose Information System Number (DISN): (If not assigned, complete N-FORM-10692, Request for Dose Information System Number) _____

Company Name: _____ (Print Name)

Company Address: _____ Street Number and Street _____ City or Town

_____ Province or State _____ Country _____ Postal Code or Zip Code

OPGN Contract Number: _____

OPG Manager's (sponsor) name, department/division: _____

_____ Name and Signature of NEW Contract Employee

_____ Name and Signature of the Contract Employer

Date: _____ (DDMMMYYYY) Date: _____ (DDMMMYYYY)

OPG Contract Employee Manager (Sponsor) to forward the original

to: Health Physics Data Clerk, Dosimetry (P58), and

cc: Contract Employee
Facility Radiation Data Unit

*Associated with N-PROC-RA-0093, Designation of the Nuclear Energy Worker

ORM-10448-R003

Nuclear Energy Worker Confirmation Form
OPG Contract Employees

OPG requires designation, by their employers, of contract employees who shall be working as NEWs prior to starting at OPG. Following are the requirements.

(a) A NEW Designation Confirmation Form signed by the contract employee and employer, confirming the following:

(1) Worker has been informed of and has accepted the designation.

(2) Worker has received, in writing, information concerning the risks involved in working with ionizing radiation. A copy of the Ontario Power Generation booklet "Biological Effects of Ionizing Radiation" (N-REP-03470-10000-R03) is available upon request from the Health Physics Data Clerk, Radiation Protection Division, 1549 Victoria Street, Whitby L1N 3E9, (905) 430-2215, Extension 3358.

(3) If the worker is female, she or her employer shall notify OPG management in writing upon having reason to believe that she is pregnant.

(4) Both contract employee and employer understand the contract employee is required to comply with the federal regulations and OPG Radiation Protection Procedures.

(b) Records of contract employee's doses, received in the current calendar year and past 4 years, at facilities other than OPG shall be provided to OPG and OPG is authorized to obtain the contract employee's dose record from the National Dose Registry, if necessary. All dose records should be made available to the Radiation Data Unit at the facility the contract employee is employed by. If the contract employee is not employed by a facility, the records should be made available to the Health Physics Data Clerk (in Whitby, above address). The information should be provided prior to the commencement of any radioactive work and is required each time a worker is hired under a contract.

Any questions regarding contract NEW designation should be directed to the OPG manager responsible for the contract.

The form overleaf should be completed by the contract employee, signed by both contract employee and employer and be returned to the OPG Contract Employee Manager (Sponsor).

Instructions on how to complete N-FORM-10448 correctly.

N-FORM-10448 OPG Employee	Description
Surname	Also referred to as a family name or legal last name.
First Name	Also referred to as legal, full given, birth, forename, or Christian name. **Anglicized names and short-formed names or initials, and nicknames may not be used**. However, for OPG internal use only, the NEW may include separately in brackets a (chosen name). The Radiation Dose System will include a (chosen name) field for this purpose – chosen name will not be reported to the National Dose Registry.
Middle Name(s)	As per above and must be supplied if exists.
Contract Employee Company's Full Name	Also referred to as parent company – **not OPG**.
Contract Employee Company's Full Address	Also referred to as proper mailing address – to be used for mailing of dose reports.

Schedule 4.1(a)(1)(A)(i) – Form of Letter of Credit

Letter of Credit

[Letterhead of Canadian Chartered Bank]

	Date of Issue: [•] Irrevocable standby letter of credit No: [•] Amount: Not exceeding CAD $[•],000,000 Date of Expiry: [•]
To: Ontario Power Generation Inc. 700 University Avenue Toronto, Ontario M5G 1X6 Attention: Director, Credit	Applicant: [•]

Dear Sirs/Mesdames:

At the request of [•] (the "**Customer**"), we hereby issue in your favour our irrevocable standby letter of credit for a maximum total amount not to exceed CAD $[•],000,000).

This letter of credit is available against presentation of the following documents delivered to us at [•]:

(a) your written demand for payment under this letter of credit;

(b) the original of this letter of credit for notation hereon of the drawing or, if no further drawings are available under this letter of credit, for cancellation; and

(c) a certificate, signed by your Chief Financial Officer, Treasurer or Secretary stating that OPG is entitled to draw on this letter of credit under the agreement relating to the Turbine Generator Refurbishment Project (Darlington Nuclear Generating Station Refurbishment Program).

This letter of credit will be automatically renewed for a period of one year upon the expiration date set out above and thereafter each year upon each anniversary of such date, unless at least 45 days before such expiration date, or before any anniversary of such date, we notify both you and the Customer in writing by registered mail that we elect not to so renew this letter of credit for any additional period. Upon your receipt of such notice of election not to renew this letter of credit, you may at any time before the expiration date, or anniversary of such date, draw under this letter of credit by your sight draft(s) drawn on us and bearing the statement "drawn under letter of credit no. [•]".

You are permitted any number of drawings under this letter of credit.

We will honour each demand made by you under this letter of credit which is accompanied by the documentation specified above, without inquiring whether you have the right, as between you and the Customer, to make such demand.

This letter of credit is irrevocable and will expire at 4:30 p.m. (Toronto time) on [•].

To the extent not inconsistent with this letter of credit, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce publication no. 600.

[Name of Canadian Chartered Bank]

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule 4.1(a)(1)(A)(ii) – Form of Letter of Credit (RFR Combined)

Letter of Credit

[Letterhead of Canadian Chartered Bank]

	Date of Issue: [●] Irrevocable standby letter of credit No: [●] Amount: Not exceeding CAD $[●],000,000 Date of Expiry: [●]
To: Ontario Power Generation Inc. 700 University Avenue Toronto, Ontario M5G 1X6 Attention: Director, Credit	Applicant: [●]

Dear Sirs/Mesdames:

At the request of [●] (the "**Customer**"), we hereby issue in your favour our irrevocable standby letter of credit for a maximum total amount not to exceed CAD $[●],000,000).

This letter of credit is available against presentation of the following documents delivered to us at [●]:

(a) your written demand for payment under this letter of credit;

(b) the original of this letter of credit for notation hereon of the drawing or, if no further drawings are available under this letter of credit, for cancellation; and

(c) a certificate, signed by your Chief Financial Officer, Treasurer or Secretary stating that OPG is entitled to draw on this letter of credit under the agreement relating to the Turbine Generator Refurbishment Project (Darlington Nuclear Generating Station Refurbishment Program) or the

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agreement relating to the Retube and Feeder Replacement Project (Darlington Nuclear Generating Station Refurbishment Program).

This letter of credit will be automatically renewed for a period of one year upon the expiration date set out above and thereafter each year upon each anniversary of such date, unless at least 45 days before such expiration date, or before any anniversary of such date, we notify both you and the Customer in writing by registered mail that we elect not to so renew this letter of credit for any additional period. Upon your receipt of such notice of election not to renew this letter of credit, you may at any time before the expiration date, or anniversary of such date, draw under this letter of credit by your sight draft(s) drawn on us and bearing the statement "drawn under letter of credit no. [●]".

You are permitted any number of drawings under this letter of credit.

We will honour each demand made by you under this letter of credit which is accompanied by the documentation specified above, without inquiring whether you have the right, as between you and the Customer, to make such demand.

This letter of credit is irrevocable and will expire at 4:30 p.m. (Toronto time) on [●].

To the extent not inconsistent with this letter of credit, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce publication no. 600.

[Name of Canadian Chartered Bank]

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule 4.1(b) – Form of Parent Guarantee

PARENTAL INDEMNITY AGREEMENT

This Agreement is made as of [●] between

ONTARIO POWER GENERATION INC., a corporation existing under the laws of Ontario ("**OPG**"),

and

[●], a [corporation] existing under the laws of [●] ("**Subsidiary**"),

and

[●], a [corporation] existing under the laws of [●] ("**Parent**").

Recitals

A. Subsidiary and OPG entered into a [●] agreement dated the date of this Agreement (the "**Underlying Agreement**"). Under the Underlying Agreement, Subsidiary will [●].

B. OPG would not enter into the Underlying Agreement unless Parent and Subsidiary executed this Agreement.

C. Parent wishes to assist Subsidiary, its wholly owned subsidiary, to obtain the Underlying Agreement. Parent will benefit, directly or indirectly, from Subsidiary entering into the Underlying Agreement with OPG. Accordingly, Parent has agreed to provide OPG with the indemnifications and other rights contained in this Agreement.

For value received, the parties agree as follows.

1. Obligation to Perform. If Subsidiary fails to perform in a timely manner any obligation under the Underlying Agreement or any other document delivered in respect of the Underlying Agreement (collectively, the "**Subsidiary Obligations**"), Parent will itself perform such Subsidiary Obligations, or cause the those obligations to be performed, in each case as if Parent were itself Subsidiary with respect to those Subsidiary Obligations. Parent will perform, or cause to be performed, those Subsidiary Obligations immediately following receipt of a notice from OPG indicating the Subsidiary Obligations that Subsidiary has failed to satisfy in a timely manner, regardless of whether or not OPG, or any other party to which the Subsidiary Obligations apply, has attempted to enforce any of those Subsidiary Obligations against Subsidiary. Any failure

by Parent to perform, or cause to be performed, in a timely manner any Subsidiary Obligations that Parent is obliged to perform, or cause to be performed, will immediately entitle OPG, and any other party to which the Subsidiary Obligations apply, to pursue all rights and remedies available to it in law, in equity or otherwise against each of Parent and Subsidiary.

2. Other Obligations. Parent irrevocably and unconditionally agrees to indemnify and save harmless OPG and any other party to which the Subsidiary Obligations apply, from and against all costs, damages, expenses, losses, liabilities, demands, claims, suits, actions, proceedings, judgements and obligations (including legal fees and expenses on a dollar for dollar full indemnification basis) arising in respect of any breach by Subsidiary of any Subsidiary Obligations. This obligation of Parent applies in all circumstances, including the situation where the Underlying Agreement is or becomes, in whole or in part, void, voidable, ultra vires, illegal, invalid or unenforceable in accordance with its terms. Parent will pay OPG interest on all monetary obligations that are part of the Subsidiary Obligations, calculated from the date that OPG first made demand for such monetary obligations against Subsidiary or, if earlier, Parent, to the date of payment. Interest will be calculated throughout this period at the annual rate of interest established by Canadian Imperial Bank of Commerce from time to time as its reference rate then in effect for determining interest rates on Canadian dollar commercial loans made by it in Canada. Except to the extent set out in this section 2, this indemnity does not extend, however, to impose any obligation on Parent that would not have been an obligation of Subsidiary under the Underlying Agreement, except that Parent will not be relieved of any of its obligations under this Agreement due to any relief of Subsidiary from any of the Subsidiary Obligations arising in respect of any bankruptcy, insolvency, reorganisation, moratorium, arrangement, readjustment of debt, liquidation, winding-up or dissolution proceedings or legislation.

3. Obligations Absolute. The obligations of Parent under this Agreement are absolute and unconditional and continue regardless of any change or other modification to the Subsidiary Obligations from time to time and regardless of any other circumstance which might otherwise constitute, in whole or in part, a defence available to, or a discharge of Parent, Subsidiary or any other entity in respect of the Subsidiary Obligations or any of the obligations of Parent. Specifically, and without limitation, OPG may, in its sole and absolute discretion and without giving notice to, or obtaining the consent of, Parent: (a) grant extensions of time and other indulgences; (b) take and give up securities, (including any bonds and letters of credit); (c) accept compositions; (d) grant releases and discharges, whether full, partial, conditional or otherwise; (e) perfect or fail to perfect any securities; (f) release any undertaking, property or assets charged by any securities to third parties; (g) otherwise deal or fail to deal in any manner whatsoever with Subsidiary or other parties or securities; or (h) hold any monies

received from Subsidiary or other parties or from any securities unappropriated, apply such monies against such part of the Subsidiary Obligations and change any such application in whole or in part from time to time. Any such action or failure to act of OPG will be without prejudice to, or in any way discharge or diminish, the liability of Parent. The obligations of Parent under this Agreement are in no way conditioned or contingent upon any requirement on the part of Parent, OPG or any other party to which the Subsidiary Obligations apply, to attempt first to demand the performance, or enforce, any of the Subsidiary Obligations from or against Subsidiary before OPG, or any other party to which the Subsidiary Obligations apply, becomes entitled to payment or other performance from Parent under this Agreement.

4. No Obligation for OPG. OPG will have no obligation to Parent whatsoever for any act, omission, matter, thing or circumstance whatsoever and OPG's obligations to Subsidiary are governed solely by the Underlying Agreement.

5. Fundamental Events. In the event: (a) of any liquidation, winding up, insolvency or bankruptcy of Subsidiary (whether voluntary or involuntary); (b) that Subsidiary makes a bulk sale of any of its assets within the bulk transfer provisions of any applicable legislation; (c) that Subsidiary enters into any proposal or composition with its creditors, extension of time or is subject to a scheme of arrangement; or (d) other similar proceeding or transaction, OPG, and any other party to which the Subsidiary Obligations apply, will rank in priority to Parent for claims made in respect of the Subsidiary Obligations and Parent will deliver to OPG all payments made by or on behalf of Subsidiary to Parent until those all unperformed Subsidiary Obligations have been satisfactorily performed in full. These payments are all without prejudice to any claims of OPG, or any other party to which the Subsidiary Obligations apply, for unperformed Subsidiary Obligations.

6. Additional Security. This Agreement is in addition and without prejudice to any security of any kind (including any collateral or other indemnities or guarantees, whether or not in the same form as this Agreement) held by OPG.

7. Parent's Representation. Parent represents and warrants to OPG that Parent has taken all necessary corporate action to authorise the execution and delivery of this Agreement and the performance of its obligations under this Agreement and that this Agreement constitutes a valid and binding agreement of Parent enforceable against it in accordance with its terms.

8. Financial Information of Parent. Parent authorises OPG to make credit enquiries about Parent or any of its affiliates from time to time and to receive and exchange credit information from credit reporting agencies or other persons with which Parent or any of its affiliates has or may expect to have financial dealings. Parent has provided OPG with

Parent's consolidated audited financial statements for the last three financial years. Such financial statements have been prepared in accordance with International Financial Reporting Standards or Canadian generally accepted accounting practices, consistently applied. Such financial statements fairly reflect the consolidated financial position and results of operations of Parent as at the dates and for the periods set out in such statements. Parent will provide OPG with its audited consolidated financial statements within 90 days of each of Parent's year end and unaudited quarterly consolidated financial statements, certified by Parent's chief financial officer, within 60 days of each of Parent's quarter end. Parent will also provide OPG with any other financial information respecting Parent that OPG may reasonably request to assist OPG in its ongoing evaluation of the value of the indemnifications and other rights provided to OPG by Parent under this Agreement.

9. **Notice.** Except as set out in section 10, every notice or other communication required or permitted under this Agreement must be in writing and may be delivered in person, by courier or by fax to the applicable party, as follows:

if to OPG,	if to Subsidiary,	if to Parent,
Ontario Power Generation Inc. 700 University Avenue, Toronto, Ontario, M5G 1X6 Attention: Director, Credit Fax: (416) 592-8335	[●]	[●]

or to any other address, fax number or individual that a party designates. Any notice or other communication under this Agreement, if delivered personally or by courier will be deemed to have been given when actually received, if delivered by fax before 3:00 p.m. (Toronto time) on a business day in Toronto will be deemed to have been delivered on that business day and if delivered by fax after 3:00 p.m. (Toronto time) on a business day in Toronto or on a day which is not a business day in Toronto will be deemed to be delivered on the next business day in Toronto.

10. Service. For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in Ontario and the courts of Ontario will have jurisdiction to entertain any action arising under this Agreement. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario. No party will oppose the enforcement against it in any other jurisdiction of any judgement or order obtained from an Ontario court regarding this Agreement. Any party may effect service of

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summons or any other legal process that may be served in any action, suit or other proceeding by delivering any such process to such other party in accordance with section 9. Parent hereby nominates, constitutes and appoints Subsidiary its true and lawful agent to accept service of process and to receive all legal process in respect of any action arising in respect of this Agreement. Until lawful notice of the appointment of another and subsequent agent in Ontario has been given by Parent and accepted by OPG, service of any legal process upon Subsidiary will be accepted by Parent. Nothing in this section 10 will affect the rights of OPG to serve legal process in any other manner permitted by law.

11. General. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "**including**" means "**including without limitation**", and the terms "**include**", "**includes**" and "**included**" have similar meanings. The term "**will**" means "**shall**". Any reference in this Agreement to any other agreement is deemed to include a reference to that other agreement, as amended or restated from time to time. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario. If there is a conflict between any term of this Agreement and any term of the Underlying Agreement, the relevant term of this Agreement is to prevail. If any term of this Agreement is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of that term will not affect the legality, validity or enforceability of the remaining terms of this Agreement. For every term of this Agreement, time is of the essence. This Agreement and the Underlying Agreement constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal. Neither Parent nor Subsidiary may assign this Agreement in whole or in part without the prior written consent of OPG. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns. No waiver of any term of this Agreement is binding unless it is in writing and signed by the party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term. Subsidiary and Parent will from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the terms and intent of this Agreement and to satisfy all of the Subsidiary Obligations. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or

otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled. This Agreement and any amendment, restatement or termination of this Agreement in whole or in part may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument. This Agreement and any amendment, restatement or termination of this Agreement in whole or in part may be delivered by fax. Except as expressly provided in this Agreement, no amendment, restatement or termination of this Agreement in whole or in part is binding unless it is in writing and signed by each party.

Parent and Subsidiary have duly sealed and the parties have duly executed this Agreement.

ONTARIO POWER GENERATION INC.

(SEAL)

Authorised Signatory

[●]

(SEAL)

Authorised Signatory

[●]

(SEAL)

Authorised Signatory

Schedule 5.4 - Notice of Change in Applicable Laws

NOTICE OF CHANGE IN LAW

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre, 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Change in Law Notice No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 5.4 of the Agreement, the Contractor hereby gives OPG notice that there has been:

(a)	a change in Applicable Laws as described on Appendix A to this Notice;	☐
(b)	a change to Codes and Standards as described on Appendix A to this Notice; or	☐
(c)	a new Canadian federal or provincial sales, use or excise taxes, or duties (but not other Taxes), or any changes in the rates or	☐

applicability of such taxes or duties, as described on Appendix A to this Notice.	

The change will have the following impacts on the Contract Price, the Work and the Contract Schedule:

- ***[Describe impact]***

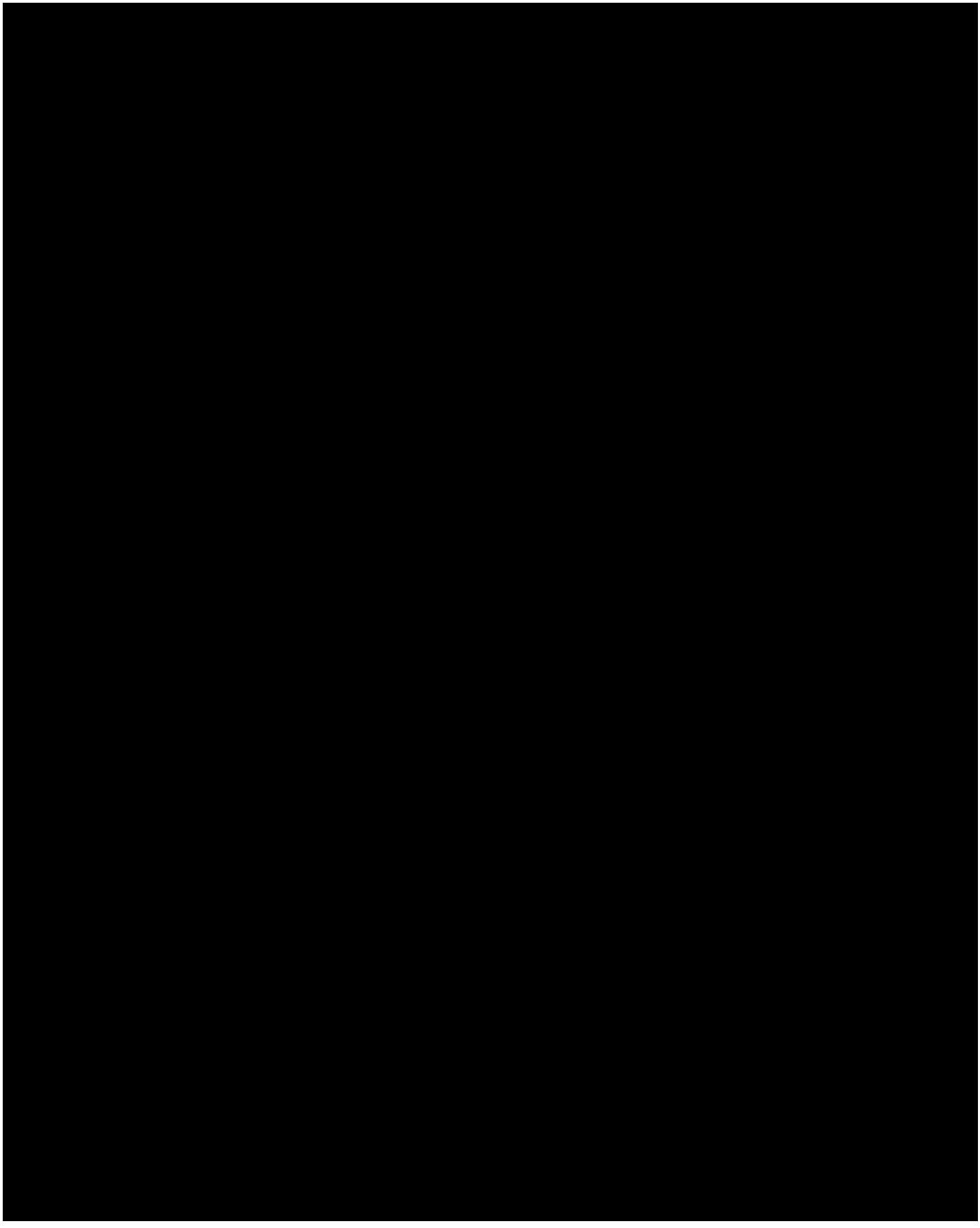
AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

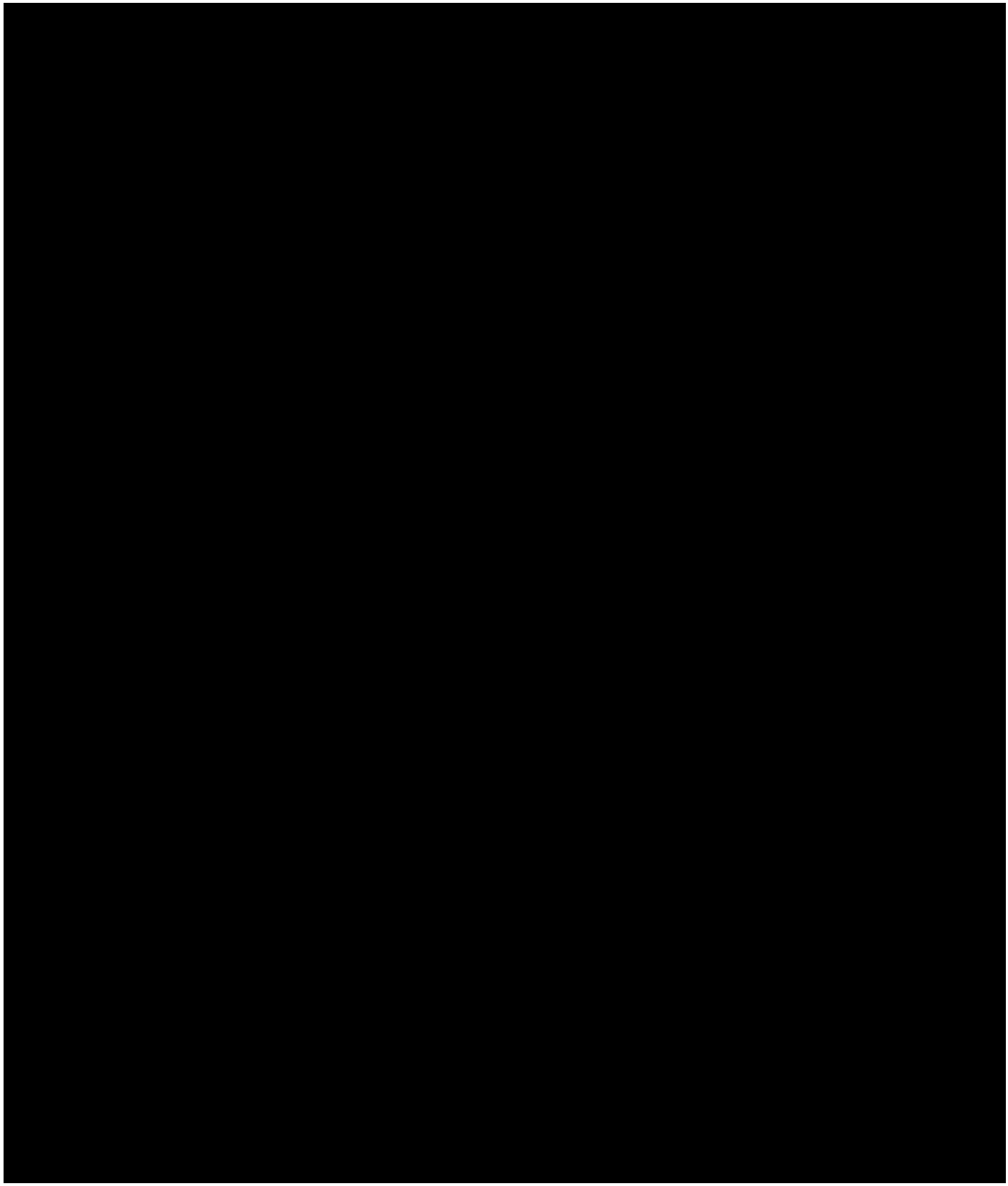
SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

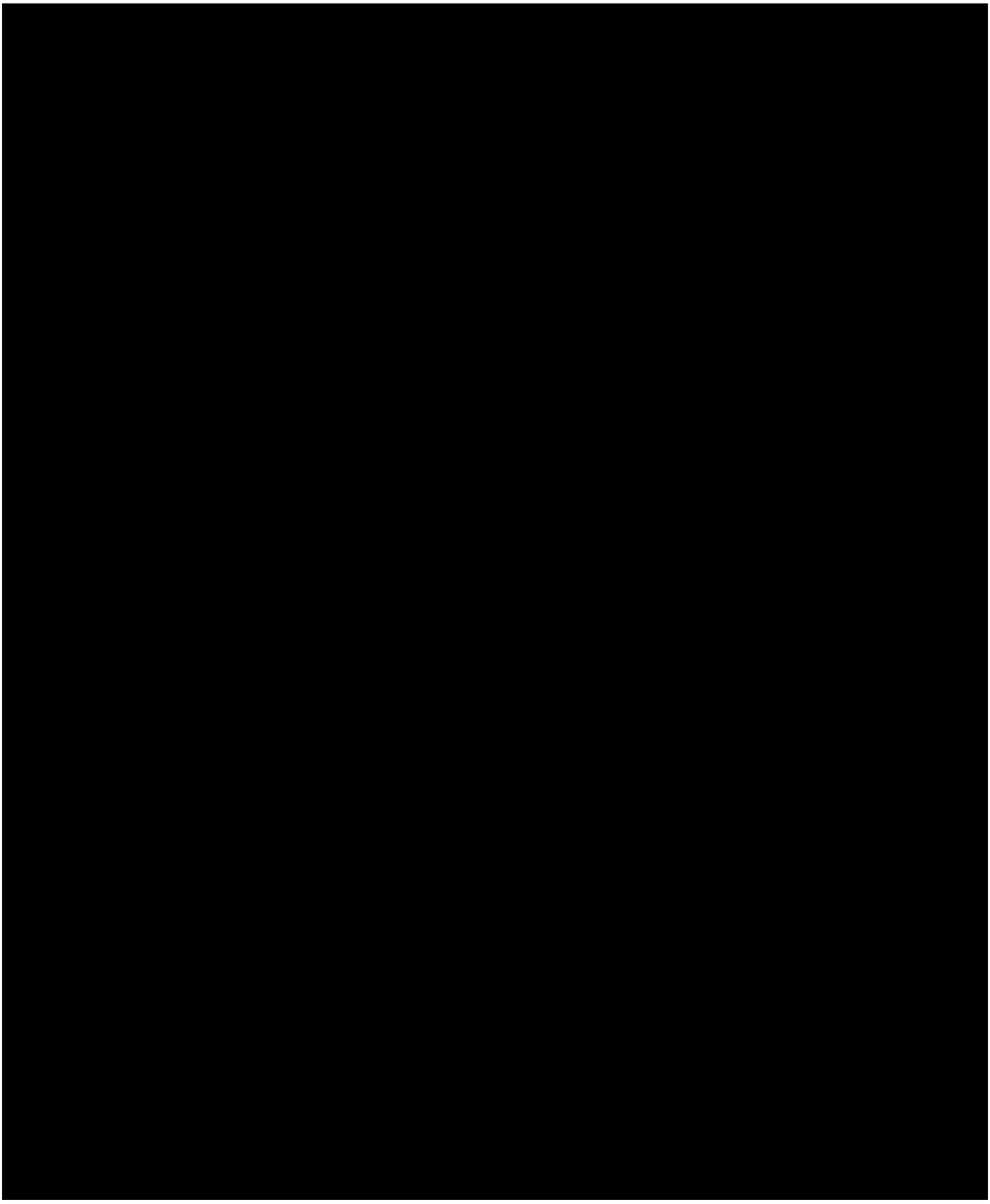
Schedule 5.7 - Economic Cost Adjustment

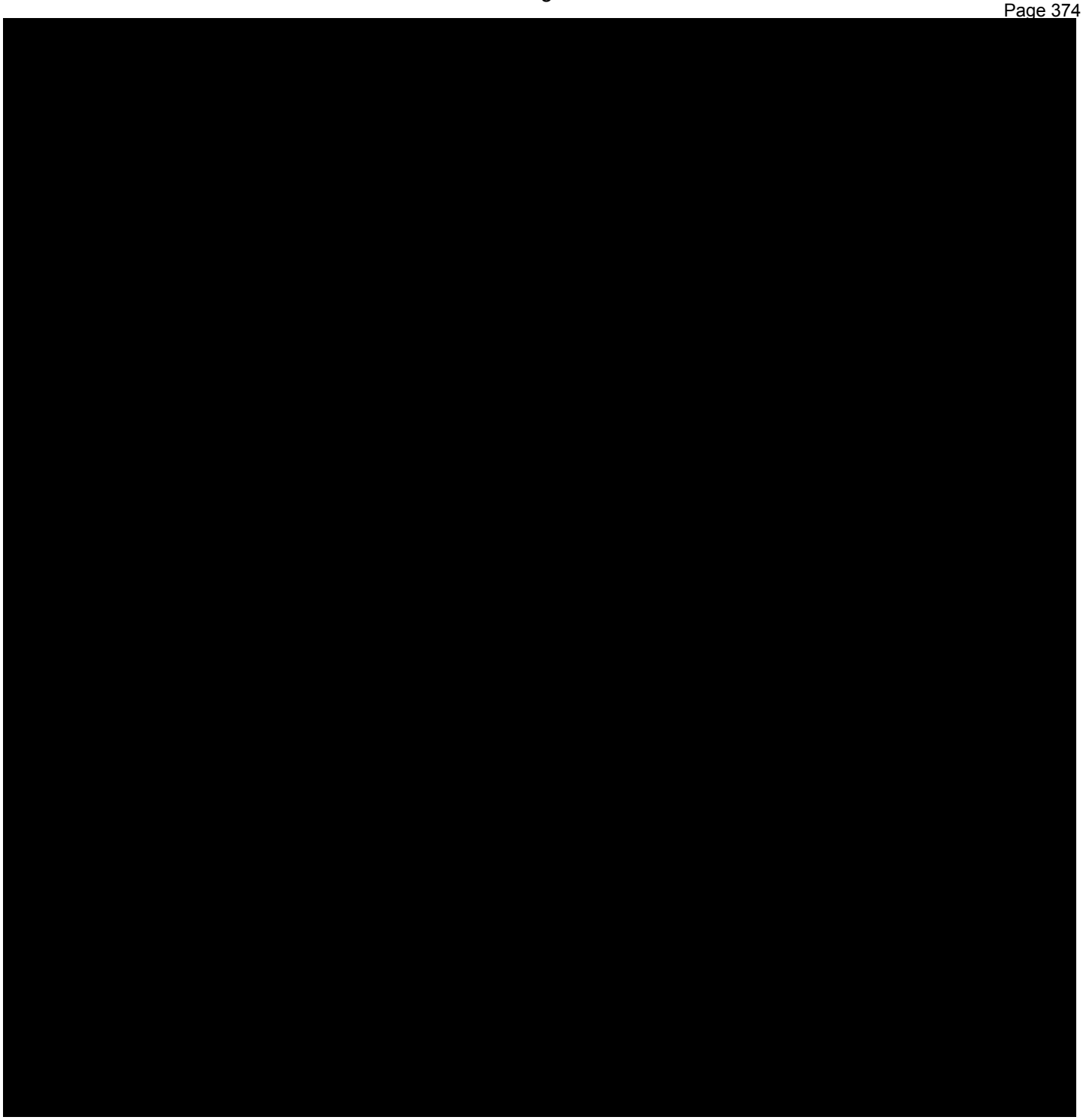


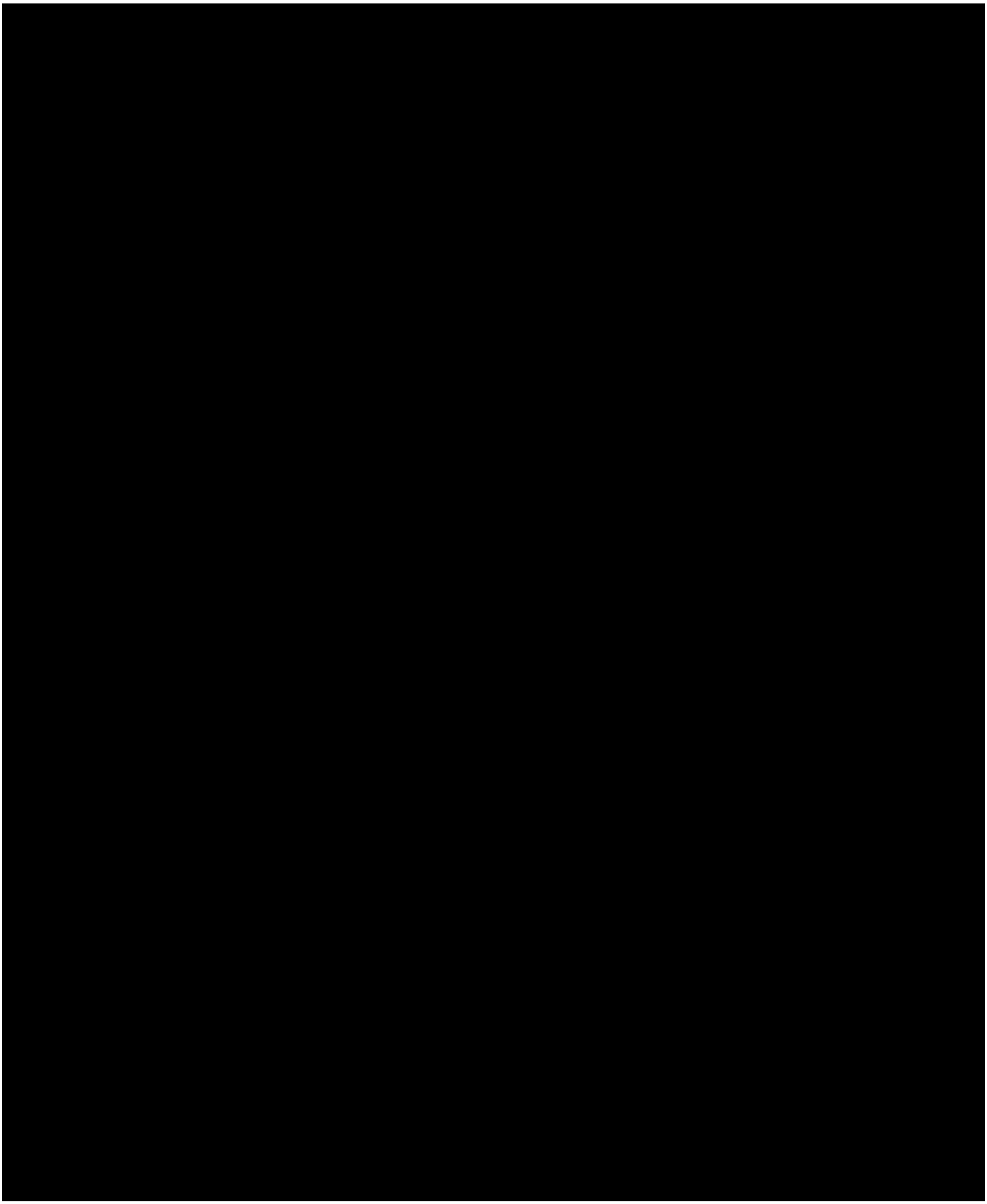
[redacted]



[redacted]









Schedule 6.2(c) - Delay Notice

DELAY NOTICE

To: •	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Excusable Delay Notice No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. Under section 6.2(c) of the Agreement, the undersigned hereby gives notice to the addressee that the undersigned is seeking relief of certain of its obligations under the Agreement because of an excusable delay or Force Majeure event as described below:

Date of Event	[●]
Nature of Delay	[●]
Impact of Delay on Agreement	[●]
Anticipated Period of Delay	[●]
Anticipated Impact on Contract Price (if an excusable delay only)	[●]

Filed: 2016-05-27
EB-2016-0152
Exhibit D2-2-3
Attachment 8
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Anticipated Impact on Contract Schedule	[●]
Expected Actions to be taken to mitigate impact	[●]

[●]

By: _____

Name:
Title:

Schedule 7.1 - Contract Price

1.1 Contract Price

This Schedule 7.1 includes the following attachments (collectively, the "**Pricing Attachments**"):

1. Attachment 7.1(1) – Contract Price;
2. Attachment 7.1(1) – Contract Price for Optional Lay-up Scope;
3. Attachment 7.1(2) – Adjustable Cost Indices;
4. Attachment 7.1(3) – Labour Schedules;
5. Attachment 7.1(4) – Definition Phase Target Cost;
6. Attachment 7.1(4) - Definition Phase Target Cost (Optional Lay-up Scope);
7. Attachment 7.1(5) – Cost Flow Definition Phase Target Cost;
8. Attachment 7.1(6) – Definition Phase Fixed Fee;
9. Attachment 7.1(7) – Execution Phase Target Cost (Non-Trades);
10. Attachment 7.1(8) - Cost Flow Execution Phase Target Cost (Non-Trades);
11. Attachment 7.1(9) – Execution Phase Fixed Fee;
12. Attachment 7.1(10) – Execution Phase SS&E Target Cost;
13. Attachment 7.1(11) – Milestone Payment Schedule for Definition Phase Fixed Fee;
14. Attachment 7.1(11) - Milestone Payment Schedule for Definition Phase Fixed Fee (Optional Lay-up Scope) – PRELIMINARY;
15. Attachment 7.1(12) – CPP EI Contributions;
16. Attachment 7.1(13) – Cost Allocation Table; and
17. Attachment 7.1(14) – Contractor's RFR Travel and Per Diem Policy.

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(1) - Contract Price

Contract Price is defined in Section 1.1(r) of the Agreement.

Pricing Model/SOW/Unit	Total	Turbine and Auxillaries NK38-SOW-41000-10003	Generator and Auxiliaries NK38-SOW-42000-10003	Moisture Seperator Reheaters NK38-SOW-41800-10003	Turbine Controls Upgrade NK38-SOW-64100-10004	Generator Excitation Controls Upgrade NK38-SOW-64220-10003
Definition Phase Target Cost	**$ 18,296,921**	**$ 2,012,661.34**	**$ 4,208,291.89**	**$ 1,646,722.92**	**$ 5,855,014.81**	**$ 4,574,230.32**
No specific Unit	$ 18,296,921					
Definition Phase Fixed Fee	**$ 11,316,531**	**$ 1,244,818.39**	**$ 2,602,802.09**	**$ 1,018,487.78**	**$ 3,621,289.87**	**$ 2,829,132.71**
No specific Unit	$ 11,316,531					
Execution Phase Target Cost (Non-Trades only)	**$ -**					
No specific Unit	$ -					
Execution Phase Fixed Fee (Non-Trades only)	**$ -**					
No specific Unit	$ -					
Execution Phase Target Cost (Trades only)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
No specific Unit	Priced during Definition Phase					
1st Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
2nd Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
3rd Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
4th Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
Execution Phase Fixed Fee (Trades only)	**$ -**					
No specific Unit	Priced during Definition Phase					
1st Unit	Priced during Definition Phase					
2nd Unit	Priced during Definition Phase					
3rd Unit	Priced during Definition Phase					
4th Unit	Priced during Definition Phase					
Execution Phase SS&E Target Cost & SS&E Fixed Fee	**$ -**					
No specific Unit	Priced during Definition Phase					
1st Unit	Priced during Definition Phase					
2nd Unit	Priced during Definition Phase					
3rd Unit	Priced during Definition Phase					
4th Unit	Priced during Definition Phase					
The Contract Price is:	**$ 29,613,452**					
Dynamic Commissioning Work (Trades only) (Estimate)	**$ -**					
1st Unit	Estimated during Definition Phase					
2nd Unit	Estimated during Definition Phase					
3rd Unit	Estimated during Definition Phase					
4th Unit	Estimated during Definition Phase					
Mark-Up for Dynamic Commissioning Work (Estimate)	**$ -**					
1st Unit	Estimated during Definition Phase					
2nd Unit	Estimated during Definition Phase					
3rd Unit	Estimated during Definition Phase					
4th Unit	Estimated during Definition Phase					
Cost Reimbursable with Mark-Up (Estimate)	**$ -**					
Turbine and Auxillaries	Estimated during Definition Phase					
Generator and Auxiliaries	Estimated during Definition Phase					
Turbine Controls	Estimated during Definition Phase					
Excitation Controls	Estimated during Definition Phase					
Moisture Separator Reheater	Estimated during Definition Phase					
Other	Estimated during Definition Phase					
Cost Reimbursable with no Mark-Up (Estimate)	**$ -**					
No Specific Unit	Estimated during Definition Phase					

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Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(1) - Contract Price for Optional Lay-up Scope

Contract Price is defined in Section 1.1(r) of the Agreement.

Pricing Model/SOW/Unit	Total	Turbine and Auxillaries NK38-SOW-41000-10003	Generator and Auxiliaries NK38-SOW-42000-10003	Moisture Seperator Reheaters NK38-SOW-41800-10003	Turbine Controls Upgrade NK38-SOW-64100-10004	Generator Excitation Controls Upgrade NK38-SOW-64220-10003
Definition Phase Target Cost	**$ 2,329,114**					
No specific Unit	$ 2,329,114					
Definition Phase Fixed Fee	**$ 1,448,849**					
No specific Unit	$ 1,448,849					
Execution Phase Target Cost (Non-Trades only)	**$ -**					
No specific Unit	$ -					
Execution Phase Fixed Fee (Non-Trades only)	**$ -**					
No specific Unit	$ -					
Execution Phase Target Cost (Trades only)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
No specific Unit	Priced during Definition Phase					
1st Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
2nd Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
3rd Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
4th Unit	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase	Priced during Definition Phase
Execution Phase Fixed Fee (Trades only)	**$ -**					
No specific Unit	Priced during Definition Phase					
1st Unit	Priced during Definition Phase					
2nd Unit	Priced during Definition Phase					
3rd Unit	Priced during Definition Phase					
4th Unit	Priced during Definition Phase					
Execution Phase SS&E Target Cost & SS&E Fixed Fee	**$ -**					
No specific Unit	Priced during Definition Phase					
1st Unit	Priced during Definition Phase					
2nd Unit	Priced during Definition Phase					
3rd Unit	Priced during Definition Phase					
4th Unit	Priced during Definition Phase					
The Contract Price is:	**$ 3,777,963**					
Dynamic Commissioning Work (Trades only) (Estimate)	**$ -**					
1st Unit	Estimated during Definition Phase					
2nd Unit	Estimated during Definition Phase					
3rd Unit	Estimated during Definition Phase					
4th Unit	Estimated during Definition Phase					
Mark-Up for Dynamic Commissioning Work (Estimate)	**$ -**					
1st Unit	Estimated during Definition Phase					
2nd Unit	Estimated during Definition Phase					
3rd Unit	Estimated during Definition Phase					
4th Unit	Estimated during Definition Phase					
Cost Reimbursable with Mark-Up (Estimate)	**$ -**					
Turbine and Auxillaries	Estimated during Definition Phase					
Generator and Auxiliaries	Estimated during Definition Phase					
Turbine Controls	Estimated during Definition Phase					
Excitation Controls	Estimated during Definition Phase					
Moisture Separator Reheater	Estimated during Definition Phase					
Other	Estimated during Definition Phase					
Cost Reimbursable with no Mark-Up (Estimate)	**$ -**					
No Specific Unit	Estimated during Definition Phase					

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Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(2) - Adjustable Cost Indices

The following is a list of all Adjustable Costs (as that term is defined in Schedule 5.7), applicable indices, and base escalation rates to be used in the development of the escalated prices/costs for the Definition Phase Reimbursable Work and Execution Phase Reimbursable Work. The applicable indices and rates specified in this table will be used for the purposes of calculating annual Economic Cost Adjustments (as that term is defined in Schedule 5.7) for each of the Adjustable Cost categories listed below.

The Proponent is strongly encouraged to use indices for escalation that demonstrate the following characteristics:
(a) Directly related index: The escalator should be an index that is tied to a commodity, equipment, industry, or labour type included in the relevant Adjustable Cost category.
(b) Adequate history: The escalator should have at least 5 years of annual historical data.
(c) Publicly available: Data should be publicly available from a government or other respected industry source.
(d) Adequate liquidity: The index should be sufficiently liquid so that there are not many occurrences of stale prices.

OPG recommends that the Proponent use the most recent 5-year historical compound annual growth rate to forecast escalation rates for each Adjustable Cost category listed below.

Adjustable Cost Reference #	Adjustable Cost	Applicable Index	Forecasted Year-Over-Year Escalation Rates													
			2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Index 1a	Non-Unionised Labour - Home Office	Statistics Canada; Consulting Engineering Services Price Index (CESPI); Table 327-0007; Total Price	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Index 1b	Non-Unionised Labour - Home Office Subcontractor	Statistics Canada; Consulting Engineering Services Price Index (CESPI); Table 327-0007; Total Price	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Index 2	Unionised Labour	Union Collective Agreements														
Other Adjustable Costs (Proponent to insert additional line items if required)																
Index 3	Adjustable Cost 3	Index 3 (Proponent to specify recommended index)														
Index 4	Adjustable Cost 4	Index 4 (Proponent to specify recommended index)														
Index 5	Adjustable Cost 5	Index 5 (Proponent to specify recommended index)														
Index 6	Adjustable Cost 6	Index 6 (Proponent to specify recommended index)														
Index 7	Adjustable Cost 7	Index 7 (Proponent to specify recommended index)														
Index 8	Adjustable Cost 8	Index 8 (Proponent to specify recommended index)														
Index 9	Adjustable Cost 9	Index 9 (Proponent to specify recommended index)														
Index 10	Adjustable Cost 10	Index 10 (Proponent to specify recommended index)														
Index 11	Adjustable Cost 11	Index 11 (Proponent to specify recommended index)														
Index 12	Non-Adjustable Costs	N/A		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Index List
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Index 1b
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Index 10

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project 0.02

ONTARIO POWER GENERATION

Attachment 7.1(3) - Labour Schedules

Ref.	Union	Wage Rate Schedule	Job Title: Classification	Job Title: Grade & Gen.	Occupation Code	Effective Date: Start (mm/dd/yy)	Effective Date: Finish (mm/dd/yy)	Normal Time / Overtime Multiplier	Wage Package Build-up: Base Hourly ($/hr)	Vacation Pay: %	Vacation Pay: ($/hr)	Holiday Pay: %	Holiday Pay: ($/hr)	Welfare ($/hr)	Pension ($/hr)	Union Funds ($/hr)	Total Wage ($/hr)	Total Base Wage Package ($/hr)	Burdens >>> EPSCA Association ($/hr)	Productive Time Calculation: Working Hours (/mo)	Gross Annual ($/yr)	Working Days (/year)	Gross ($)	Statutory (days)	Statutory (/mo)	Vacation (days)	Sick Leave (days)	Training (days)	Net Productive (/mo)	Ontario R.S.T. payable on 8% of welfare ($/hr)	Government Burdens: Canada Pension (%)	Canada Pension ($/hr)	Employment (%)	Employment ($/hr)	Employer ($/hr)	Workplace (%)	Workplace ($/hr)	Non-Project Training (%)	Non-Project Training ($/hr)	Sickness (%)	Sickness ($/hr)	Employee Stock Option (%)	Healthcare and Dental Plan (%)	Group Life and Disability (%)	Group Life and Disability ($/hr)	Registered Pension Plan (RPP) (%)	Registered Pension Plan (RPP) ($/hr)	Group Retirement Savings Plan (GRSP) (%)	Group Retirement Savings Plan (GRSP) ($/hr)	Others ($/hr)	Total Rate Chargeable ($/hr)
TRADE LABOUR																													8.00%																			
1	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-12	30-Apr-13	1	41.25	9%	3.71	3%	1.24	2.25	9.74	0.76	58.95		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.35	1.50%	0.69	1.15	4.06%	2.39																$ 65.00 /hr
2	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-13	30-Apr-14	1	42.50	9%	3.83	3%	1.28	2.25	9.74	0.76	60.36		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.39	1.50%	0.71	1.18	4.06%	2.45																$ 66.56 /hr
3	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-14	TBC	1	43.75	9%	3.94	3%	1.31	2.25	9.74	0.76	61.75		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.44	1.50%	0.74	1.20	4.06%	2.51																$ 68.10 /hr
4	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-12	30-Apr-13	1.5	61.88	9%	5.57	3%	1.86	3.38	14.61	1.14	88.43		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	2.03	1.50%	1.04	1.72	4.06%	3.59																$ 97.36 /hr
5	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-13	30-Apr-14	1.5	63.75	9%	5.74	3%	1.91	3.38	14.61	1.14	90.53		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	2.09	1.50%	1.07	1.77	4.06%	3.68																$ 99.68 /hr
6	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-14	TBC	1.5	65.63	9%	5.91	3%	1.97	3.38	14.61	1.14	92.63		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	2.15	1.50%	1.10	1.81	4.06%	3.76																$ 102.00 /hr
7	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-12	30-Apr-13	2	82.50	9%	7.43	3%	2.48	4.50	19.48	1.52	117.90		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.71	1.50%	1.39	2.30	4.06%	4.79																$ 129.72 /hr
8	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-13	30-Apr-14	2	85.00	9%	7.65	3%	2.55	4.50	19.48	1.52	120.70		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.79	1.50%	1.43	2.35	4.06%	4.90																$ 132.82 /hr
9	IPSCA	Local 128	Boilermakers	15-9	459865	1-May-14	TBC	2	87.50	9%	7.88	3%	2.63	4.50	19.48	1.52	123.50		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.87	1.50%	1.47	2.41	4.06%	5.01																$ 135.91 /hr
10	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-12	30-Apr-13	1	38.69	9%	3.48	3%	1.16	2.25	9.74	0.76	56.08		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.27	1.50%	0.65	1.09	4.06%	2.28																$ 61.83 /hr
11	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-13	30-Apr-14	1	39.85	9%	3.59	3%	1.20	2.25	9.74	0.76	57.39		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.31	1.50%	0.67	1.12	4.06%	2.33																$ 63.28 /hr
12	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-14	TBC	1	41.01	9%	3.69	3%	1.23	2.25	9.74	0.76	58.68		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.35	1.50%	0.69	1.14	4.06%	2.38																$ 64.71 /hr
13	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-12	30-Apr-13	1.5	58.04	9%	5.22	3%	1.74	3.38	14.61	1.14	84.12		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.96	1.50%	1.00	1.68	4.06%	3.49																$ 92.61 /hr
14	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-13	30-Apr-14	1.5	59.78	9%	5.38	3%	1.79	3.38	14.61	1.14	86.07		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.96	1.50%	1.00	1.68	4.06%	3.49																$ 94.77 /hr
15	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-14	TBC	1.5	61.52	9%	5.54	3%	1.85	3.38	14.61	1.14	88.02		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	2.02	1.50%	1.03	1.72	4.06%	3.57																$ 96.92 /hr
16	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-12	30-Apr-13	2	77.38	9%	6.96	3%	2.32	4.50	19.48	1.52	112.17		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.54	1.50%	1.30	2.19	4.06%	4.55																$ 123.39 /hr
17	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-13	30-Apr-14	2	79.70	9%	7.17	3%	2.39	4.50	19.48	1.52	114.76		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.62	1.50%	1.34	2.24	4.06%	4.66																$ 126.26 /hr
18	IPSCA	Local 128	Boilermakers	15-8	458555	1-May-14	TBC	2	82.02	9%	7.38	3%	2.46	4.50	19.48	1.52	117.36		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.69	1.50%	1.38	2.29	4.06%	4.79																$ 129.13 /hr
19	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-12	30-Apr-13	1	36.48	9%	3.29	3%	1.10	2.25	9.74	0.76	53.62		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.20	1.50%	0.61	1.05	4.06%	2.18																$ 59.12 /hr
20	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-14	TBC	1	37.51	9%	3.38	3%	1.13	2.25	9.74	0.76	54.76		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.23	1.50%	0.63	1.07	4.06%	2.22																$ 60.38 /hr
21	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-12	30-Apr-13	1.5	38.54	9%	3.47	3%	1.16	2.25	9.74	0.76	55.91		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.26	1.50%	0.65	1.09	4.06%	2.27																$ 61.65 /hr
22	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-13	30-Apr-14	1.5	54.72	9%	4.92	3%	1.64	3.38	14.61	1.14	80.41		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.80	1.50%	0.92	1.53	4.06%	3.26																$ 88.53 /hr
23	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-14	TBC	1.5	56.27	9%	5.06	3%	1.69	3.38	14.61	1.14	82.14		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.85	1.50%	0.95	1.60	4.06%	3.33																$ 90.43 /hr
24	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-12	30-Apr-13	1.5	57.81	9%	5.20	3%	1.73	3.38	14.61	1.14	83.87		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.90	1.50%	0.97	1.64	4.06%	3.41																$ 92.34 /hr
25	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-13	30-Apr-14	2	72.96	9%	6.57	3%	2.19	4.50	19.48	1.52	107.22		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.39	1.50%	1.23	2.09	4.06%	4.35																$ 117.92 /hr
26	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-14	TBC	2	75.02	9%	6.75	3%	2.25	4.50	19.48	1.52	109.52		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.46	1.50%	1.26	2.14	4.06%	4.45																$ 120.47 /hr
27	IPSCA	Local 128	Boilermakers	15-6	445835	1-May-12	30-Apr-13	2	77.08	9%	6.94	3%	2.31	4.50	19.48	1.52	111.83		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.53	1.50%	1.29	2.18	4.06%	4.54																$ 123.02 /hr
28	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-12	30-Apr-13	1	20.73	9%	1.87	3%	0.62	2.25	9.74	0.76	35.97		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.68	1.50%	0.35	0.59	4.06%	1.46																$ 59.63 /hr
29	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-13	30-Apr-14	1	21.35	9%	1.92	3%	0.64	2.25	9.74	0.76	36.66		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.70	1.50%	0.36	0.71	4.06%	1.49																$ 60.39 /hr
30	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-14	TBC	1	21.97	9%	1.98	3%	0.66	2.25	9.74	0.76	37.36		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.72	1.50%	0.37	0.73	4.06%	1.52																$ 61.16 /hr
31	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-12	30-Apr-13	1.5	31.10	9%	2.80	3%	0.93	3.38	14.61	1.14	53.95		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.02	1.50%	0.52	1.05	4.06%	2.19																$ 91.59 /hr
32	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-13	30-Apr-14	1.5	32.03	9%	2.88	3%	0.96	3.38	14.61	1.14	54.99		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.05	1.50%	0.54	1.07	4.06%	2.23																$ 60.44 /hr
33	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-14	TBC	1.5	32.96	9%	2.97	3%	0.99	3.38	14.61	1.14	56.03		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.08	1.50%	0.55	1.09	4.06%	2.28																$ 61.59 /hr
34	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-12	30-Apr-13	2	41.46	9%	3.73	3%	1.24	4.50	19.48	1.52	71.94		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.36	1.50%	0.70	1.40	4.06%	2.92																$ 78.96 /hr
35	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-13	30-Apr-14	2	42.70	9%	3.84	3%	1.28	4.50	19.48	1.52	73.32		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.40	1.50%	0.72	1.43	4.06%	2.98																$ 80.49 /hr
36	IPSCA	Local 128	Boilermakers	15-0	458535	1-May-14	TBC	2	43.94	9%	3.95	3%	1.32	4.50	19.48	1.52	74.71		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.44	1.50%	0.74	1.46	4.06%	3.03																$ 82.03 /hr
37	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-12	30-Apr-13	1	24.67	9%	2.22	3%	0.74	2.25	9.74	0.76	40.38		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.81	1.50%	0.41	0.79	4.06%	1.64																$ 64.50 /hr
38	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-13	30-Apr-14	1	25.39	9%	2.29	3%	0.76	2.25	9.74	0.76	41.19		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.83	1.50%	0.43	0.80	4.06%	1.67																$ 65.39 /hr
39	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-14	TBC	1	26.11	9%	2.35	3%	0.78	2.25	9.74	0.76	41.99		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.86	1.50%	0.44	0.82	4.06%	1.70																$ 66.87 /hr
40	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-12	30-Apr-13	1.5	37.01	9%	3.33	3%	1.11	3.38	14.61	1.14	60.57		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.21	1.50%	0.62	1.18	4.06%	2.46																$ 66.60 /hr
41	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-13	30-Apr-14	1.5	38.09	9%	3.43	3%	1.14	3.38	14.61	1.14	61.78		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.25	1.50%	0.64	1.20	4.06%	2.52																$ 67.94 /hr
42	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-14	TBC	1.5	39.17	9%	3.52	3%	1.17	3.38	14.61	1.14	62.99		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.29	1.50%	0.66	1.23	4.06%	2.56																$ 69.27 /hr
43	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-12	30-Apr-13	2	49.34	9%	4.44	3%	1.48	4.50	19.48	1.52	80.76		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.62	1.50%	0.83	1.57	4.06%	3.28																$ 88.71 /hr
44	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-13	30-Apr-14	2	50.78	9%	4.57	3%	1.52	4.50	19.48	1.52	82.37		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.67	1.50%	0.85	1.61	4.06%	3.34																$ 90.49 /hr
45	IPSCA	Local 128	Boilermakers	15-1	458535	1-May-14	TBC	2	52.22	9%	4.70	3%	1.57	4.50	19.48	1.52	83.99		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.71	1.50%	0.88	1.64	4.06%	3.41																$ 92.27 /hr
46	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-12	30-Apr-13	1	28.61	9%	2.57	3%	0.86	2.25	9.74	0.76	44.79		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.94	1.50%	0.48	0.87	4.06%	1.82																$ 49.37 /hr
47	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-13	30-Apr-14	1	29.43	9%	2.65	3%	0.88	2.25	9.74	0.76	45.71		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.97	1.50%	0.49	0.89	4.06%	1.86																$ 50.38 /hr
48	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-14	TBC	1	30.25	9%	2.72	3%	0.91	2.25	9.74	0.76	46.63		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	0.99	1.50%	0.51	0.91	4.06%	1.89																$ 51.40 /hr
49	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-12	30-Apr-13	1.5	42.92	9%	3.86	3%	1.29	3.38	14.61	1.14	67.19		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.45	1.50%	0.72	1.31	4.06%	2.73																$ 73.91 /hr
50	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-13	30-Apr-14	1.5	44.15	9%	3.97	3%	1.32	3.38	14.61	1.14	68.57		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.49	1.50%	0.74	1.34	4.06%	2.78																$ 75.43 /hr
51	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-14	TBC	1.5	45.38	9%	4.08	3%	1.36	3.38	14.61	1.14	69.95		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.49	1.50%	0.76	1.36	4.06%	2.84																$ 76.95 /hr
52	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-12	30-Apr-13	2	57.22	9%	5.15	3%	1.72	4.50	19.48	1.52	89.59		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.98	1.50%	0.96	1.75	4.06%	3.64																$ 88.45 /hr
53	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-13	30-Apr-14	2	58.86	9%	5.30	3%	1.77	4.50	19.48	1.52	91.42		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.93	1.50%	0.99	1.78	4.06%	3.71																$ 100.48 /hr
54	IPSCA	Local 128	Boilermakers	15-2	458535	1-May-14	TBC	2	60.50	9%	5.45	3%	1.82	4.50	19.48	1.52	93.26		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.99	1.50%	1.02	1.82	4.06%	3.79																$ 102.51 /hr
55	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-12	30-Apr-13	1	32.54	9%	2.93	3%	0.98	2.25	9.74	0.76	49.20		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.07	1.50%	0.55	0.96	4.06%	2.07																$ 54.24 /hr
56	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-13	30-Apr-14	1	33.47	9%	3.01	3%	1.00	2.25	9.74	0.76	50.23		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.10	1.50%	0.56	0.98	4.06%	2.04																$ 55.37 /hr
57	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-14	TBC	1	34.40	9%	3.10	3%	1.03	2.25	9.74	0.76	51.28		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.18	2.93%	1.13	1.50%	0.58	1.00	4.06%	2.08																$ 56.53 /hr
58	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-13	30-Apr-14	1.5	48.81	9%	4.39	3%	1.46	3.38	14.61	1.14	73.79		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.60	1.50%	0.82	1.44	4.06%	3.00																$ 81.20 /hr
59	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-14	TBC	1.5	50.21	9%	4.52	3%	1.51	3.38	14.61	1.14	75.35		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.65	1.50%	0.84	1.47	4.06%	3.06																$ 82.93 /hr
60	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-12	30-Apr-13	1.5	51.60	9%	4.64	3%	1.55	3.38	14.61	1.14	76.92		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.27	2.93%	1.69	1.50%	0.87	1.50	4.06%	3.12																$ 84.65 /hr
61	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-13	30-Apr-14	2	65.08	9%	5.86	3%	1.95	4.50	19.48	1.52	98.39		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.14	1.50%	1.09	1.92	4.06%	3.99																$ 108.28 /hr
62	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-14	TBC	2	66.94	9%	6.02	3%	2.01	4.50	19.48	1.52	100.47		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	2.20	1.50%	1.12	1.96	4.06%	4.08																$ 110.48 /hr
63	IPSCA	Local 128	Boilermakers	15-3	458535	1-May-13	30-Apr-14	2	68.80	9%	6.19	3%	2.06	4.50	19.48	1.52

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project 0.02

Attachment 7.1(3) - Labour Schedules

ONTARIO POWER GENERATION

| Ref. | Union | Wage Rate Schedule | Job Title | | | Effective Date | | Normal Time / Overtime Multiplier | Wage Package Build-up | | | | | | | Total Base Wage Package | Burdens >>> EPSCA Association | Productive Time Calculation | | | | | | | | Ontario R.S.T. payable on | Government Burdens | | | | | | | |

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

ONTARIO POWER GENERATION

Attachment 7.1(3) - Labour Schedules

Ref.	Union	Wage Rate Schedule	Job Title			Effective Date		Normal Time / Overtime Multiplier	Wage Package Build-up									Total Base Wage Package	Burdens >>> EPSCA Association	Productive Time Calculation								Ontario R.S.T. payable on	Government Burdens																		Total Rate Chargeable
			Classification	Grade & Geo.	Occupation Code	Start	Finish		Base Hourly	Vacation Pay		Holiday Pay		Welfare	Pension	Union Funds	Total Wage			Working Hours	Gross Annual	Working Days	Gross	Statutory	Statutory	Vacation	Sick Leave	Training	Net Productive		Canada Pension		Employment		Employer		Workplace		Non-Project Training		Sickness		Employee Stock Option		Healthcare and Dental Plan		Group Life and Disability		Registered Pension Plan (RPP)		Group Retirement Savings Plan (GRSP)		Others	
						(mm/dd/yy)	(mm/dd/yy)			%		%																																			
361	IPSCA	Local 183	Laborers	31-6	Laborer - Group VIII	425035	1-May-13	1-May-14	1	32.42	4%	1.30	4%	1.95	2.40	5.58	0.55	44.19		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.04	1.50%	0.53	0.86	4.06%	1.79														$ 48.90 / hr
362	IPSCA	Local 183	Laborers	31-6	Laborer - Group VIII	425035	1-May-13	1-May-14	1.5	48.63	4%	1.95	4%	2.92	2.40	5.58	0.55	62.02		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.57	1.50%	0.80	1.21	4.06%	2.52														$ 68.60 / hr
363	IPSCA	Local 183	Laborers	31-6	Laborer - Group VIII	425035	1-May-13	1-May-14	2	64.84	4%	2.59	4%	3.89	2.40	5.58	0.55	79.85		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	2.09	1.50%	1.07	1.56	4.06%	3.24														$ 88.29 / hr
364	IPSCA	Local 183	Laborers	31-6	Laborer - Group VIII	425035	1-May-14		1	33.33	4%	1.33	4%	2.00	2.40	5.58	0.55	45.19		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.07	1.50%	0.55	0.88	4.06%	1.83														$ 50.01 / hr
365	IPSCA	Local 183	Laborers	31-6	Laborer - Group VIII	425035	1-May-14		1.5	50.00	4%	2.00	4%	3.00	2.40	5.58	0.55	63.52		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.61	1.50%	0.82	1.24	4.06%	2.58														$ 70.26 / hr
366	IPSCA	Local 183	Laborers	31-6	Laborer - Group VIII	425035	1-May-14		2	66.66	4%	2.67	4%	4.00	2.40	5.58	0.55	81.86		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	2.15	1.50%	1.10	1.60	4.06%	3.32														$ 90.50 / hr
367	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-12	1-May-13	1	32.05	4%	1.28	4%	1.92	2.40	5.58	0.50	43.74		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.03	1.50%	0.53	0.85	4.06%	1.78														$ 48.40 / hr
368	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-12	1-May-13	1.5	48.08	4%	1.92	4%	2.88	2.40	5.58	0.50	61.36		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.55	1.50%	0.79	1.20	4.06%	2.49														$ 67.87 / hr
369	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-12	1-May-13	2	64.10	4%	2.56	4%	3.85	2.40	5.58	0.50	78.99		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	2.07	1.50%	1.06	1.54	4.06%	3.21														$ 87.34 / hr
370	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-13	1-May-14	1	32.92	4%	1.32	4%	1.98	2.40	5.58	0.55	44.74		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.06	1.50%	0.54	0.87	4.06%	1.82														$ 49.51 / hr
371	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-13	1-May-14	1.5	49.38	4%	1.98	4%	2.96	2.40	5.58	0.55	62.85		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.59	1.50%	0.81	1.23	4.06%	2.55														$ 69.51 / hr
372	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-13	1-May-14	2	65.84	4%	2.63	4%	3.95	2.40	5.58	0.55	80.95		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	2.12	1.50%	1.09	1.58	4.06%	3.29														$ 89.50 / hr
373	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-14		1	33.83	4%	1.35	4%	2.03	2.40	5.58	0.55	45.74		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.09	1.50%	0.56	0.89	4.06%	1.86														$ 50.62 / hr
374	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-14		1.5	50.75	4%	2.03	4%	3.04	2.40	5.58	0.55	64.35		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	1.64	1.50%	0.84	1.25	4.06%	2.61														$ 71.17 / hr
375	IPSCA	Local 183	Laborers	32-6	Laborer - Group IX	425035	1-May-14		2	67.66	4%	2.71	4%	4.06	2.40	5.58	0.55	82.96		0.20	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.19	2.93%	2.18	1.50%	1.12	1.62	4.06%	3.37														$ 91.72 / hr
376	IPSCA	Local 793	Operating Engineers	51-9	Foreman Group 1 (A)	420065	1-May-12		1	30.79	4%	1.59	4%	2.39	4.56	6.71	0.50	55.54		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.28	1.50%	0.66	1.08	4.06%	2.25														$ 61.42 / hr
377	IPSCA	Local 793	Operating Engineers	51-9	Foreman Group 1 (A)	420065	1-May-12		1.5	59.69	4%	2.39	4%	3.58	6.84	10.07	0.75	83.31		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.92	1.50%	0.98	1.62	4.06%	3.38														$ 90.50 / hr
378	IPSCA	Local 793	Operating Engineers	51-9	Foreman Group 1 (A)	420065	1-May-12		2	79.58	4%	3.18	4%	4.77	9.12	13.42	1.00	111.08		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.56	1.50%	1.31	2.17	4.06%	4.51														$ 122.60 / hr
379	IPSCA	Local 793	Operating Engineers	52-9	Foreman Group 1 (B)	420065	1-May-12		1	39.34	4%	1.57	4%	2.36	4.56	6.71	0.50	55.04		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.27	1.50%	0.65	1.07	4.06%	2.23														$ 60.87 / hr
380	IPSCA	Local 793	Operating Engineers	52-9	Foreman Group 1 (B)	420065	1-May-12		1.5	59.01	4%	2.36	4%	3.54	6.84	10.07	0.75	82.57		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.90	1.50%	0.97	1.61	4.06%	3.35														$ 91.19 / hr
381	IPSCA	Local 793	Operating Engineers	52-9	Foreman Group 1 (B)	420065	1-May-12		2	78.68	4%	3.15	4%	4.72	9.12	13.42	1.00	110.09		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.54	1.50%	1.30	2.15	4.06%	4.47														$ 121.50 / hr
382	IPSCA	Local 793	Operating Engineers	53-9	Foreman Group 2 (A)	437265	1-May-12		1	38.59	4%	1.54	4%	2.32	4.56	6.71	0.50	54.22		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.24	1.50%	0.64	1.06	4.06%	2.20														$ 59.96 / hr
383	IPSCA	Local 793	Operating Engineers	53-9	Foreman Group 2 (A)	437265	1-May-12		1.5	57.89	4%	2.32	4%	3.47	6.84	10.07	0.75	81.33		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.87	1.50%	0.96	1.59	4.06%	3.30														$ 89.82 / hr
384	IPSCA	Local 793	Operating Engineers	53-9	Foreman Group 2 (A)	437265	1-May-12		2	77.18	4%	3.09	4%	4.63	9.12	13.42	1.00	108.44		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.49	1.50%	1.27	2.11	4.06%	4.40														$ 119.68 / hr
385	IPSCA	Local 793	Operating Engineers	54-9	Foreman Group 2 (B)	420065	1-May-12		1	38.11	4%	1.52	4%	2.29	4.56	6.71	0.50	53.69		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.23	1.50%	0.63	1.05	4.06%	2.18														$ 59.37 / hr
386	IPSCA	Local 793	Operating Engineers	54-9	Foreman Group 2 (B)	420065	1-May-12		1.5	57.17	4%	2.29	4%	3.43	6.84	10.07	0.75	80.54		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.84	1.50%	0.94	1.57	4.06%	3.27														$ 88.94 / hr
387	IPSCA	Local 793	Operating Engineers	54-9	Foreman Group 2 (B)	420065	1-May-12		2	76.22	4%	3.05	4%	4.57	9.12	13.42	1.00	107.38		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.46	1.50%	1.26	2.09	4.06%	4.36														$ 118.51 / hr
388	IPSCA	Local 793	Operating Engineers	55-9	Foreman Group 3	420065	1-May-12		1	37.64	4%	1.51	4%	2.26	4.56	6.71	0.50	53.17		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.21	1.50%	0.62	1.04	4.06%	2.16														$ 58.80 / hr
389	IPSCA	Local 793	Operating Engineers	55-9	Foreman Group 3	420065	1-May-12		1.5	56.46	4%	2.26	4%	3.39	6.84	10.07	0.75	79.76		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.82	1.50%	0.93	1.56	4.06%	3.24														$ 88.09 / hr
390	IPSCA	Local 793	Operating Engineers	55-9	Foreman Group 3	420065	1-May-12		2	75.28	4%	3.01	4%	4.52	9.12	13.42	1.00	106.35		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.43	1.50%	1.24	2.07	4.06%	4.32														$ 117.37 / hr
391	IPSCA	Local 793	Operating Engineers	56-9	Foreman Group 4	420065	1-May-12		1	37.47	4%	1.50	4%	2.25	4.56	6.71	0.50	52.99		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.21	1.50%	0.62	1.03	4.06%	2.15														$ 58.60 / hr
392	IPSCA	Local 793	Operating Engineers	56-9	Foreman Group 4	420065	1-May-12		1.5	56.21	4%	2.25	4%	3.37	6.84	10.07	0.75	79.48		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.81	1.50%	0.93	1.55	4.06%	3.23														$ 87.78 / hr
393	IPSCA	Local 793	Operating Engineers	56-9	Foreman Group 4	420065	1-May-12		2	74.94	4%	3.00	4%	4.50	9.12	13.42	1.00	105.97		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.42	1.50%	1.24	2.07	4.06%	4.30														$ 116.96 / hr
394	IPSCA	Local 793	Operating Engineers	57-9	Foreman Group 5	420065	1-May-12		1	35.14	4%	1.41	4%	2.11	4.56	6.71	0.50	50.42		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.13	1.50%	0.58	0.98	4.06%	2.05														$ 55.77 / hr
395	IPSCA	Local 793	Operating Engineers	57-9	Foreman Group 5	420065	1-May-12		1.5	52.71	4%	2.11	4%	3.16	6.84	10.07	0.75	75.64		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.70	1.50%	0.87	1.47	4.06%	3.07														$ 83.53 / hr
396	IPSCA	Local 793	Operating Engineers	57-9	Foreman Group 5	420065	1-May-12		2	70.28	4%	2.81	4%	4.22	9.12	13.42	1.00	100.85		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.27	1.50%	1.16	1.97	4.06%	4.09														$ 111.30 / hr
397	IPSCA	Local 793	Operating Engineers	58-9	Foreman Group 6	420065	1-May-12		1	34.14	4%	1.37	4%	2.05	4.56	6.71	0.50	49.32		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.10	1.50%	0.56	0.96	4.06%	2.00														$ 54.50 / hr
398	IPSCA	Local 793	Operating Engineers	58-9	Foreman Group 6	420065	1-May-12		1.5	51.21	4%	2.05	4%	3.07	6.84	10.07	0.75	73.99		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.65	1.50%	0.84	1.44	4.06%	3.00														$ 81.71 / hr
399	IPSCA	Local 793	Operating Engineers	58-9	Foreman Group 6	420065	1-May-12		2	68.28	4%	2.73	4%	4.10	9.12	13.42	1.00	98.65		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.20	1.50%	1.13	1.92	4.06%	4.01														$ 108.87 / hr
400	IPSCA	Local 793	Operating Engineers	59-9	Foreman Group 7	420065	1-May-12		1	32.95	4%	1.32	4%	1.97	4.56	6.71	0.50	48.01		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.06	1.50%	0.54	0.94	4.06%	1.95														$ 53.10 / hr
401	IPSCA	Local 793	Operating Engineers	59-9	Foreman Group 7	420065	1-May-12		1.5	49.43	4%	1.98	4%	2.97	6.84	10.07	0.75	72.02		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.59	1.50%	0.82	1.40	4.06%	2.92														$ 79.54 / hr
402	IPSCA	Local 793	Operating Engineers	59-9	Foreman Group 7	420065	1-May-12		2	65.90	4%	2.64	4%	3.95	9.12	13.42	1.00	96.03		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.12	1.50%	1.09	1.87	4.06%	3.90														$ 105.98 / hr
403	IPSCA	Local 793	Operating Engineers	60-9	Foreman Misc Group 1 (A)	420065	1-May-12		1	38.11	4%	1.52	4%	2.29	4.56	6.71	0.50	53.69		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.23	1.50%	0.63	1.05	4.06%	2.18														$ 59.37 / hr
404	IPSCA	Local 793	Operating Engineers	60-9	Foreman Misc Group 1 (A)	420065	1-May-12		1.5	57.17	4%	2.29	4%	3.43	6.84	10.07	0.75	80.54		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.84	1.50%	0.94	1.57	4.06%	3.27														$ 88.94 / hr
405	IPSCA	Local 793	Operating Engineers	60-9	Foreman Misc Group 1 (A)	420065	1-May-12		2	76.22	4%	3.05	4%	4.57	9.12	13.42	1.00	107.38		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.46	1.50%	1.26	2.09	4.06%	4.36														$ 118.51 / hr
406	IPSCA	Local 793	Operating Engineers	61-9	Foreman Misc Group 1 (B)	420065	1-May-12		1	37.47	4%	1.50	4%	2.25	4.56	6.71	0.50	52.99		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.21	1.50%	0.62	1.03	4.06%	2.15														$ 58.60 / hr
407	IPSCA	Local 793	Operating Engineers	61-9	Foreman Misc Group 1 (B)	420065	1-May-12		1.5	56.21	4%	2.25	4%	3.37	6.84	10.07	0.75	79.48		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.81	1.50%	0.93	1.55	4.06%	3.23														$ 87.78 / hr
408	IPSCA	Local 793	Operating Engineers	61-9	Foreman Misc Group 1 (B)	420065	1-May-12		2	74.94	4%	3.00	4%	4.50	9.12	13.42	1.00	105.97		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.42	1.50%	1.24	2.07	4.06%	4.30														$ 116.96 / hr
409	IPSCA	Local 793	Operating Engineers	62-9	Foreman Mic Group 2 - H	420065	1-May-12		1	38.59	4%	1.54	4%	2.32	4.56	6.71	0.50	54.22		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.24	1.50%	0.64	1.06	4.06%	2.20														$ 59.96 / hr
410	IPSCA	Local 793	Operating Engineers	62-9	Foreman Mic Group 2 - H	420065	1-May-12		1.5	57.89	4%	2.32	4%	3.47	6.84	10.07	0.75	81.33		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.87	1.50%	0.96	1.59	4.06%	3.30														$ 89.82 / hr
411	IPSCA	Local 793	Operating Engineers	62-9	Foreman Mic Group 2 - H	420065	1-May-12		2	77.18	4%	3.09	4%	4.63	9.12	13.42	1.00	108.44		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.49	1.50%	1.27	2.11	4.06%	4.40														$ 119.68 / hr
412	IPSCA	Local 793	Operating Engineers	63-9	Foreman Mic Group 3 - I	420065	1-May-12		1	31.99	4%	1.28	4%	1.90	4.56	6.71	0.50	46.52		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.03	1.50%	0.52	0.93	4.06%	1.89														$ 51.45 / hr
413	IPSCA	Local 793	Operating Engineers	63-9	Foreman Mic Group 3 - I	420065	1-May-12		1.5	47.39	4%	1.90	4%	2.84	6.84	10.07	0.75	69.78		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.53	1.50%	0.78	1.36	4.06%	2.83														$ 77.06 / hr
414	IPSCA	Local 793	Operating Engineers	63-9	Foreman Mic Group 3 - I	420065	1-May-12		2	63.18	4%	2.53	4%	3.79	9.12	13.42	1.00	93.04		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.04	1.50%	1.04	1.81	4.06%	3.73														$ 102.47 / hr
415	IPSCA	Local 793	Operating Engineers	64-9	Foreman Mic Group 4 - C	420065	1-May-12		1	35.14	4%	1.41	4%	2.11	4.56	6.71	0.50	50.42		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.13	1.50%	0.58	0.98	4.06%	2.05														$ 55.77 / hr
416	IPSCA	Local 793	Operating Engineers	64-9	Foreman Mic Group 4 - C	420065	1-May-12		1.5	52.71	4%	2.11	4%	3.16	6.84	10.07	0.75	75.64		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.70	1.50%	0.87	1.47	4.06%	3.07														$ 83.53 / hr
417	IPSCA	Local 793	Operating Engineers	64-9	Foreman Mic Group 4 - C	420065	1-May-12		2	70.28	4%	2.81	4%	4.22	9.12	13.42	1.00	100.85		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.27	1.50%	1.16	1.97	4.06%	4.09														$ 111.30 / hr
418	IPSCA	Local 793	Operating Engineers	51-8	Subforeman Group 1 (A)	420055	1-May-12		1	37.19	4%	1.49	4%	2.23	4.56	6.71	0.50	52.68		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.20	1.50%	0.61	1.03	4.06%	2.14														$ 58.26 / hr
419	IPSCA	Local 793	Operating Engineers	51-8	Subforeman Group 1 (A)	420055	1-May-12		1.5	55.79	4%	2.23	4%	3.35	6.84	10.07	0.75	79.02		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.80	1.50%	0.92	1.54	4.06%	3.21														$ 87.27 / hr
420	IPSCA	Local 793	Operating Engineers	51-8	Subforeman Group 1 (A)	420055	1-May-12		2	74.38	4%	2.98	4%	4.46	9.12	13.42	1.00	105.36		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.73	2.93%	2.40	1.50%	1.23	2.05	4.06%	4.28														$ 116.28 / hr
421	IPSCA	Local 793	Operating Engineers	52-8	Subforeman Group 1 (B)	420055	1-May-12		1	36.74	4%	1.47	4%	2.20	4.56	6.71	0.50	52.18		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.36	2.93%	1.19	1.50%	0.61	1.02	4.06%	2.12														$ 57.71 / hr
422	IPSCA	Local 793	Operating Engineers	52-8	Subforeman Group 1 (B)	420055	1-May-12		1.5	55.11	4%	2.20	4%	3.31	6.84	10.07	0.75	78.28		0.15	10.00	3,650.00	6	3,128.57	6	4	20	5	5	2,729	0.55	2.93%	1.78	1.50%	0.91	1.53	4.06%	3.18														$ 86.45 / hr
423	IPSCA	Local 793	Operating Engineers	52-8	Subforeman Group 1 (B)	420055	1-May-12		2	73.48

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project 0.02

Attachment 7.1(3) - Labour Schedules

ONTARIO POWER GENERATION

| Ref. | Union | Wage Rate Schedule | Job Title | | Occupation Code | Effective Date | | Normal Time / Overtime Multiplier | Wage Package Build-up | | | | | | | Total Base Wage Package | Burdens >>> EPSCA Association | Productive Time Calculation | | | | | | | Ontario R.S.T. payable on | Government Burdens | | | | | | |

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project 0.02

ONTARIO POWER GENERATION

Attachment 7.1(3) - Labour Schedules

Ref.	Union	Wage Rate Schedule	Job Title		Occupation Code	Effective Date		Normal Time / Overtime Multiplier	Wage Package Build-up							Total Base Wage Package	Burdens >>> EPSCA Association	Productive Time Calculation							Net Productive	Ontario R.S.T. payable on	Government Burdens																	Total Rate Chargeable
			Classification	Grade & Spec.		Start (mm/dd/yy)	Finish (mm/dd/yy)		Base Hourly	Vacation Pay		Holiday Pay		Welfare	Pension	Union Funds	Total Wage			Working Hours	Gross Annual	Working Days	Gross	Statutory	Statutory	Vacation	Sick Leave	Training			Canada Pension		Employment		Employer		Workplace		Non-Project Training		Sickness		Employee Stock Option		Healthcare and Dental Plan		Group Life and Disability		Registered Pension Plan (RPP)		Group Retirement Savings Plan (GRSP)		Others	
										[$ / hr]	[%]	[$ / hr]	[%]	[$ / hr]	[$ / hr]	[$ / hr]	[$ / hr]			[hrs]	[$]	[days]	[days]	[days]	[days]	[days]	[days]	[days]	[$ / hr]	[%]	[$ / hr]	[%]	[$ / hr]	[%

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project 0.02

ONTARIO POWER GENERATION

Attachment 7.1(3) - Labour Schedules

Ref.	Union	Wage Rate Schedule	Job Title: Classification	Grade & Zone	Occupation Code	Effective Date: Start (mm/dd/yy)	Effective Date: Finish (mm/dd/yy)	Normal Time / Overtime Multiplier	Base Hourly	Vacation Pay	Holiday Pay	Welfare	Pension	Union Funds	Total Wage	Total Base Wage Package	Burdens >>> EPSCA Association	Productive Time Calculation: Working Hours	Gross Annual	Working Days	Gross	Statutory	Statutory	Vacation	Sick Leave	Training	Net Productive	Ontario R.S.T. payable on	Government Burdens: Canada Pension	Employment	Employer	Workplace	Non-Project Training	Sickness	Employee Stock Option	Healthcare and Dental Plan	Life and Disability	Registered Pension Plan (RPP)	Group Retirement Savings Plan (GRSP)	Others	Total Rate Chargeable
NON-TRADE LABOUR								**SLH**		**6.42%**		**4.85%**																													
								ACCON		**6.42%**		**4.85%**																													
			Project Management																																						
904	Non-Trade	N/A	Project Director	N/A		1-Jan-13	31-Dec-13	1	87.76	6.4%	5.81	5%	4.26	N/A	N/A	N/A	N/A	97.83	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	2.6%	2.51	0.9%	0.89	1.91	3.70%	3.62	3.0%	2.90	2.7%	2.59	1.0%	1.00	5.3%	5.15	0.6%	0.62	0.00%	-	3.9%	3.77	(2.37)	$ 120.41 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
905	Non-Trade	N/A	Project Director	N/A		1-Jan-13	31-Dec-13	1.5	131.64	6.4%	8.72	5%	6.39	N/A	N/A	N/A	N/A	146.74	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	2.57	3.70%	4.87	3.0%	3.90	2.7%	3.49	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 146.47 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
906	Non-Trade	N/A	Project Director	N/A		1-Jan-13	31-Dec-13	2	131.64	0.0%	-	0%	-	N/A	N/A	N/A	N/A	131.64	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	2.57	3.70%	4.87	3.0%	3.90	2.7%	3.49	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 146.47 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
907	Non-Trade	N/A	Deputy Project Manager	N/A		1-Jan-13	31-Dec-13	1	72.28	6.4%	4.78	5%	3.51	N/A	N/A	N/A	N/A	80.56	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	2.6%	2.07	0.9%	0.73	1.57	3.70%	2.98	3.0%	2.38	2.7%	2.13	1.0%	0.82	5.3%	4.24	0.6%	0.51	0.00%	-	3.9%	3.10	(1.95)	$ 99.16 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
908	Non-Trade	N/A	Deputy Project Manager	N/A		1-Jan-13	31-Dec-13	1.5	108.41	0.0%	-	0%	-	N/A	N/A	N/A	N/A	108.41	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	2.11	3.70%	4.01	3.0%	3.21	2.7%	2.87	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 120.62 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
909	Non-Trade	N/A	Deputy Project Manager	N/A		1-Jan-13	31-Dec-13	2	108.41	0.0%	-	0%	-	N/A	N/A	N/A	N/A	108.41	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	2.11	3.70%	4.01	3.0%	3.21	2.7%	2.87	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 120.62 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
910	Non-Trade	N/A	Project Controls Manager	N/A		1-Jan-13	31-Dec-13	1	72.28	6.4%	4.78	5%	3.51	N/A	N/A	N/A	N/A	80.56	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	2.6%	2.07	0.9%	0.73	1.57	3.70%	2.98	3.0%	2.38	2.7%	2.13	1.0%	0.82	5.3%	4.24	0.6%	0.51	0.00%	-	3.9%	3.10	(1.95)	$ 99.16 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
911	Non-Trade	N/A	Project Controls Manager	N/A		1-Jan-13	31-Dec-13	1.5	108.41	0.0%	-	0%	-	N/A	N/A	N/A	N/A	108.41	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	2.11	3.70%	4.01	3.0%	3.21	2.7%	2.87	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 120.62 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
912	Non-Trade	N/A	PD Admin Assistant	N/A		1-Jan-13	31-Dec-13	1	33.04	6.4%	2.19	5%	1.60	N/A	N/A	N/A	N/A	36.83	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	2.6%	0.95	0.9%	0.34	0.72	3.70%	1.36	3.0%	1.09	2.7%	0.98	1.0%	0.38	5.3%	1.94	0.6%	0.23	0.00%	-	3.9%	1.42	(0.89)	$ 45.33 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
913			PD Admin Assistant	N/A		1-Jan-13	31-Dec-13	1.5	49.56	0.0%	-	0%	-	N/A	N/A	N/A	N/A	49.56	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	0.97	3.70%	1.83	3.0%	1.47	2.7%	1.33	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 55.14 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
914	Non-Trade	N/A	PD Admin Assistant	N/A		1-Jan-13	31-Dec-13	2	49.56	0.0%	-	0%	-	N/A	N/A	N/A	N/A	49.56	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	0.97	3.70%	1.83	3.0%	1.47	2.7%	1.33	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 55.14 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
915			**Procurement**																																						
916	Non-Trade	N/A	Procurement Manager	N/A		1-Jan-13	31-Dec-13	1	54.72	6.4%	3.62	5%	2.65	N/A	N/A	N/A	N/A	61.00	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	2.6%	1.57	0.9%	0.56	1.19	3.70%	2.26	3.0%	1.81	2.7%	1.62	1.0%	0.62	5.3%	3.21	0.6%	0.38	0.00%	-	3.9%	2.35	(1.47)	$ 75.08 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
917	Non-Trade	N/A	Procurement Manager	N/A		1-Jan-13	31-Dec-13	1.5	82.08	0.0%	-	0%	-	N/A	N/A	N/A	N/A	82.08	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	1.60	3.70%	3.04	3.0%	2.43	2.7%	2.18	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 91.33 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
918	Non-Trade	N/A	Procurement Manager	N/A		1-Jan-13	31-Dec-13	2	82.08	0.0%	-	0%	-	N/A	N/A	N/A	N/A	82.08	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	1.60	3.70%	3.04	3.0%	2.43	2.7%	2.18	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 91.33 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
919	Non-Trade	N/A	Buyer / Materials Coordinator	N/A		1-Jan-13	31-Dec-13	1	42.33	6.4%	2.80	5%	2.05	N/A	N/A	N/A	N/A	47.19	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	2.6%	1.21	0.9%	0.43	0.92	3.70%	1.75	3.0%	1.40	2.7%	1.25	1.0%	0.48	5.3%	2.48	0.6%	0.30	0.00%	-	3.9%	1.82	(1.14)	$ 58.08 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
920	Non-Trade	N/A	Buyer / Materials Coordinator	N/A		1-Jan-13	31-Dec-13	1.5	63.50	0.0%	-	0%	-	N/A	N/A	N/A	N/A	63.50	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	1.24	3.70%	2.35	3.0%	1.88	2.7%	1.68	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 70.65 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
921	Non-Trade	N/A	Buyer / Materials Coordinator	N/A		1-Jan-13	31-Dec-13	2	63.50	0.0%	-	0%	-	N/A	N/A	N/A	N/A	63.50	N/A	8.00	2,920.00	$	2,085.71	6	4	20	$	$	1,766	-	0.0%	-	0.0%	-	1.24	3.70%	2.35	3.0%	1.88	2.7%	1.68	0.0%	-	0.0%	-	0.0%	-	0.00%	-	-	-	$ 70.65 /hr	1.113	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	$0.00	1.3718
922	Non-Trade	N/A		N/A																																			
923	Non-Trade	N/A		N/A																																			
924	Non-Trade	N/A		N/A																																			
925	Non-Trade	N/A		N/A																																			
926	Non-Trade	N/A		N/A																																			
927	Non-Trade	N/A		N/A																																			
928	Non-Trade	N/A		N/A																																			
929	Non-Trade	N/A		N/A																																			
930	Non-Trade	N/A		N/A																																			
931	Non-Trade	N/A		N/A																																			
932	Non-Trade	N/A		N/A																																			
933	Non-Trade	N/A		N/A																																			
934	Non-Trade	N/A		N/A																																			
935	Non-Trade	N/A		N/A																																			
936	Non-Trade	N/A		N/A																																			
937	Non-Trade	N/A		N/A																																			
938	Non-Trade	N/A		N/A																																			
939	Non-Trade	N/A		N/A																																			
940	Non-Trade	N/A		N/A																																			
941	Non-Trade	N/A		N/A																																			
942	Non-Trade	N/A		N/A																																			
943	Non-Trade	N/A		N/A																																			
944	Non-Trade	N/A		N/A																																			
945	Non-Trade	N/A		N/A																																			
946	Non-Trade	N/A		N/A																																			
947	Non-Trade	N/A		N/A																																			
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1077	Non-Trade	SLN

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project 0.02

Attachment 7.1(3) - Labour Schedules

ONTARIO POWER GENERATION

| Ref. | Union | Wage Rate Schedule | Job Title | Grade & Geo. | Occupation Code | Effective Date Start (mm/dd/yy) | Effective Date Finish (mm/dd/yy) | Normal Time / Overtime Multiplier | Base Hourly ($ / hr) | Vacation Pay % | Vacation Pay ($ / hr) | Holiday Pay % | Holiday Pay ($ / hr) | Welfare ($ / hr) | Pension ($ / hr) | Union Funds ($ / hr) | Total Wage ($ / hr) | Total Base Wage Package ($ / hr) | Burdens >>> EPSCA Association ($ / hr) | Productive Time Calculation Working Hours (hrs) | Gross Annual (hrs) | Working Days (days) | Gross (hrs) | Statutory (days) | Statutory (hrs) | Vacation (days) | Vacation (hrs) | Sick Leave (days) | Training (days) | Net Productive (hrs) | Ontario R.S.T. payable on ($ / hr) | Government Burdens Canada Pension [%] | Canada Pension ($ / hr) | Employment [%] | Employment ($ / hr) | Employer [%] | Employer ($ / hr) | Workplace [%] | Workplace ($ / hr) | Non-Project Training [%] | Non-Project Training ($ / hr) | Sickness [%] | Sickness ($ / hr) | Employee Stock Option ($ / hr) | Healthcare and Dental Plan [%] | Healthcare and Dental Plan ($ / hr) | Group Life and Disability [%] | Group Life and Disability ($ / hr) | Registered Pension Plan (RPP) [%] | Registered Pension Plan (RPP) ($ / hr) | Group Retirement Savings Plan (GRSP) [%] | Group Retirement Savings Plan (GRSP) ($ / hr) | Others ($ / hr) | Total Rate Chargeable ($ / hr) | | |

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(3) - Labour Schedules

ONTARIO POWER GENERATION

Ref.	Union	Wage Rate Schedule	Job Title	Grade & Geo.	Occupation Code	Effective Date Start (m/d/yy)	Finish (m/d/yy)	Normal Time / Overtime Multiplier	Base Hourly $ / hr	Vacation Pay %	$ / hr	Holiday Pay $ / hr	Welfare $ / hr	Pension $ / hr	Union Funds $ / hr	Total Wage $ / hr	Total Base Wage Package $ / hr	Burdens >>> EPSCA Association %	Productive Time Calculation Working Hours (hrs)	Gross Annual (hrs)	Working Days (days)	Gross (days)	Statutory (days)	Statutory (days)	Vacation (days)	Sick Leave (days)	Training (days)	Net Productive (days)	Ontario R.S.T. payable on $ / hr	Canada Pension %	Canada Pension $ / hr	Government Burdens Employment %	Government Burdens Employment $ / hr	Government Burdens Employer %	Government Burdens Employer $ / hr	Workplace %	Workplace $ / hr	Non-Project Training %	Non-Project Training $ / hr	Sickness %	Sickness $ / hr	Employee Stock Option %	Employee Stock Option $ / hr	Healthcare and Dental Plan %	Healthcare and Dental Plan $ / hr	Group Life and Disability %	Group Life and Disability $ / hr	Registered Pension Plan (RPP) %	Registered Pension Plan (RPP) $ / hr	Group Retirement Savings Plan (GRSP) %	Group Retirement Savings Plan (GRSP) $ / hr	Others $ / hr	Total Rate Chargeable $ / hr
1251	Non-Trade	N/A	Work Protection Coordinator	N/A		1-Jan-13	31-Dec-13	1	46.74	5%	2.34	2.66	7.00	3.30	64.37	N/A	0.20	-	-	-							0.21	2.93%	1.51	1.50%	0.77	1.26	4.06%	2.61																		$ 70.78 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1252	Non-Trade	N/A	Work Protection Coordinator	N/A		1-Jan-13	31-Dec-13	1.5	70.11	5%	3.51	3.99	10.50	4.95	96.56	N/A	0.20	-	-	-							0.32	2.93%	2.26	1.50%	1.16	1.88	4.06%	3.92																		$ 106.04 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1253	Non-Trade	N/A	Work Protection Coordinator	N/A		1-Jan-13	31-Dec-13	2	93.48	5%	4.67	5.99	14.00	6.60	127.42	N/A	0.20	-	-	-							0.32	2.93%	3.01	1.50%	1.54	2.48	4.06%	5.17																		$ 139.89 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1254	Non-Trade	N/A	Technical Advisor	N/A		1-Jan-13	31-Dec-13	1	54.72	5%	2.74	2.66	7.00	3.30	73.15	N/A	0.20	-	-	-							0.21	2.93%	1.76	1.50%	0.90	1.43	4.06%	2.97																		$ 80.47 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1255	Non-Trade	N/A	Technical Advisor	N/A		1-Jan-13	31-Dec-13	1.5	82.08	5%	4.10	3.99	10.50	4.95	109.73	N/A	0.20	-	-	-							0.32	2.93%	2.65	1.50%	1.35	2.14	4.06%	4.46																		$ 120.58 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1256	Non-Trade	N/A	Technical Advisor	N/A		1-Jan-13	31-Dec-13	2	109.45	5%	5.47	5.32	14.00	6.60	146.33	N/A	0.20	-	-	-							0.43	2.93%	3.53	1.50%	1.81	2.85	4.06%	5.94																		$ 160.69 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1257	Non-Trade	N/A	Training Coordinator	N/A		1-Jan-13	31-Dec-13	1	42.33	5%	2.12	2.12			46.57	N/A		-	-	-							N/A	2.93%	1.36	1.50%	0.70	0.91	4.06%	1.89	3.0%	1.40	2.7%	1.23	1.0%	0.47	5.3%	2.45	0.6%	0.29			3.85%	1.79			$ 59.29 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1258	Non-Trade	N/A	Training Coordinator	N/A		1-Jan-13	31-Dec-13	1.5	63.50	5%	3.17	3.17			69.85	N/A		-	-	-							N/A	2.93%	2.05	1.50%	1.05	1.36	4.06%	2.84	3.0%	2.10	2.7%	1.85	1.0%	0.71	5.3%	3.67	0.6%	0.44			0.00%	-			$ 86.10 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1259	Non-Trade	N/A	Training Coordinator	N/A		1-Jan-13	31-Dec-13	2	84.67	5%	4.23	4.23			93.13	N/A		-	-	-							N/A	2.93%	2.73	1.50%	1.40	1.82	4.06%	3.78	3.0%	2.79	2.7%	2.47	1.0%	0.95	5.3%	4.90	0.6%	0.59			0.00%	-			$ 114.73 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1260	Non-Trade	N/A	Commissioning Manager	N/A		1-Jan-13	31-Dec-13	1	72.28	5%	3.61	3.61			79.50	N/A		-	-	-							N/A	2.93%	2.33	1.50%	1.19	1.55	4.06%	3.23	3.0%	2.39	2.7%	2.11	1.0%	0.81	5.3%	4.18	0.6%	0.50			3.85%	3.06			$ 101.07 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1261	Non-Trade	N/A	Commissioning Manager	N/A		1-Jan-13	31-Dec-13	1.5	108.41	5%	5.42	5.42			119.25	N/A		-	-	-							N/A	2.93%	3.49	1.50%	1.79	2.33	4.06%	4.84	3.0%	3.58	2.7%	3.16	1.0%	1.22	5.3%	6.27	0.6%	0.75							$ 146.86 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1262	Non-Trade	N/A	Commissioning Manager	N/A		1-Jan-13	31-Dec-13	2	144.55	5%	7.23	7.23			N/A	159.01	N/A		-	-	-							N/A	2.93%	4.66	1.50%	2.39	3.10	4.06%	6.46	3.0%	4.77	2.7%	4.21	1.0%	1.62	5.3%	8.36	0.6%	1.00			0.00%	-			$ 195.76 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1263	Non-Trade	N/A	Commissioning Leads	N/A		1-Jan-13	31-Dec-13	1	54.72	5%	2.74	2.74	2.66	7.00	69.85	N/A	0.20	-	-	-							0.21	2.93%	1.76	1.50%	0.90	1.36	4.06%	2.84																		$ 76.96 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1264	Non-Trade	N/A	Commissioning Leads	N/A		1-Jan-13	31-Dec-13	1.5	82.08	5%	4.10	3.99	10.50	4.95	104.78	N/A	0.20	-	-	-							0.32	2.93%	2.65	1.50%	1.35	2.04	4.06%	4.25																		$ 115.34 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1265	Non-Trade	N/A	Commissioning Leads	N/A		1-Jan-13	31-Dec-13	2	109.45	5%	5.47	5.47	5.32	14.00	N/A	139.71	N/A		-	-	-							0.43	2.93%	3.53	1.50%	1.81	2.72	4.06%	5.67																		$ 153.69 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1266	Non-Trade	N/A	Subject Matter Experts	N/A		1-Jan-13	31-Dec-13	1	72.28	5%	3.61	3.61			N/A	79.50	N/A		-	-	-							N/A	2.93%	2.33	1.50%	1.19	1.55	4.06%	3.23	3.0%	2.39	2.7%	2.11	1.0%	0.81	5.3%	4.18	0.6%	0.50			3.85%	3.06			$ 97.84 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1267	Non-Trade	N/A	Subject Matter Experts	N/A		1-Jan-13	31-Dec-13	1.5	108.41	5%	5.42	5.42			119.25	N/A		-	-	-							N/A	2.93%	3.49	1.50%	1.79	2.33	4.06%	4.84	3.0%	3.58	2.7%	3.16	1.0%	1.22	5.3%	6.27	0.6%	0.75			0.00%	-			$ 146.82 /hr	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1268	Non-Trade	SLN Office	Maintenance Specialist (Mechanical)	N/A	Category D - Home Office	1-Jan-13	31-Dec-13	1.00	75.00	6.4%	4.97	3.64	N/A	N/A	N/A	83.60	N/A	7.50	2,737.50	5	1,955.36	7	4	15	5	3	1,700		2.70%	2.26	1.30%	1.09	1.63	0.8%	0.67	1.1%	0.92	1.8%	1.50	0.0%	-	2.9%	2.42	0.0%	-	0.0%	-	8.60%	7.19	1.84	$ 103.13 /hr	1.375	SNC	2.7%	1.3%	0.8%	1.1%	1.8%	0.0%	2.9%	0.0%	0.0%	8.6%	0.00	1.3750
1269	Non-Trade	SLN Office	Maintenance Specialist (Elect./I&C)	N/A	Category D - Home Office	1-Jan-13	31-Dec-13	1.00	75.00	6.4%	4.97	3.64	N/A	N/A	N/A	83.60	N/A	7.50	2,737.50	5	1,955.36	7	4	15	5	3	1,700		2.70%	2.26	1.30%	1.09	1.63	0.8%	0.67	1.1%	0.92	1.8%	1.50	0.0%	-	2.9%	2.42	0.0%	-	0.0%	-	8.60%	7.19	1.84	$ 103.13 /hr	1.375	SNC	2.7%	1.3%	0.8%	1.1%	1.8%	0.0%	2.9%	0.0%	0.0%	8.6%	0.00	1.3750
1270	Non-Trade	SLN Office	Operations Specialist	N/A	Category D - Home Office	1-Jan-13	31-Dec-13	1.00	75.00	6.4%	4.97	3.64	N/A	N/A	N/A	83.60	N/A	7.50	2,737.50	5	1,955.36	7	4	15	5	3	1,700		2.70%	2.26	1.30%	1.09	1.63	0.8%	0.67	1.1%	0.92	1.8%	1.50	0.0%	-	2.9%	2.42	0.0%	-	0.0%	-	8.60%	7.19	1.84	$ 103.13 /hr	1.375	SNC	2.7%	1.3%	0.8%	1.1%	1.8%	0.0%	2.9%	0.0%	0.0%	8.6%	0.00	1.3750
1271	Non-Trade	SLN Office	Procedure Writer	N/A	Category D - Home Office	1-Jan-13	31-Dec-13	1.00	60.00	6.4%	3.97	2.91	N/A	N/A	N/A	66.88	N/A	7.50	2,737.50	5	1,955.36	7	4	15	5	3	1,700		2.70%	1.81	1.30%	0.87	1.30	0.8%	0.54	1.1%	0.74	1.8%	1.20	0.0%	-	2.9%	1.94	0.0%	-	0.0%	-	8.60%	5.75	1.47	$ 82.50 /hr	1.375	SNC	2.7%	1.3%	0.8%	1.1%	1.8%	0.0%	2.9%	0.0%	0.0%	8.6%	0.00	1.3750
1272	Non-Trade	SLN Office	Passport Specialist	N/A	Category D - Home Office	1-Jan-13	31-Dec-13	1.00	75.00	6.4%	4.97	3.64	N/A	N/A	N/A	83.60	N/A	7.50	2,737.50	5	1,955.36	7	4	15	5	3	1,700		2.70%	2.26	1.30%	1.09	1.63	0.8%	0.67	1.1%	0.92	1.8%	1.50	0.0%	-	5.3%	4.40	0.0%	-	0.0%	-	8.60%	7.19	(0.13)	$ 103.13 /hr	1.375	SNC	2.7%	1.3%	0.8%	1.1%	1.8%	0.0%	2.9%	0.0%	0.0%	8.6%	0.00	1.3750
1273	Non-Trade	SLN Office	Crane Specialist	N/A	Category D - Home Office	1-Jan-13	31-Dec-13	1.00	75.00	6.4%	4.97	3.64	N/A	N/A	N/A	83.60	N/A	7.50	2,737.50	5	1,955.36	7	4	15	5	3	1,700		2.70%	2.26	1.30%	1.09	1.63	0.8%	0.67	1.1%	0.92	1.8%	1.50	0.0%	-	5.3%	4.40	0.0%	-	0.0%	-	8.60%	7.19	(0.13)	$ 103.13 /hr	1.375	SNC	2.7%	1.3%	0.8%	1.1%	1.8%	0.0%	2.9%	0.0%	0.0%	8.6%	0.00	1.3750
1274	Non-Trade	SLN Office	Crane Technician - Subcontractor	N/A	Subcontractor	1-Jan-13	31-Dec-13	1.00																																												$ 110.00 /hr																
1275	Non-Trade	SLN Office	Crane Engineer - Subcontractor	N/A	Subcontractor	1-Jan-13	31-Dec-13	1.00																																														$ 150.00 /hr																
1276	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-Jan-13	30-Apr-14	1	26.64	10%	2.66	0%	-	2.75	3.50	1.50	37.05		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	0.86	1.50%	0.44	0.72	4.06%	1.50																														$ 40.88 /hr																
1277	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-May-14	30-Apr-15	1	27.24	10%	2.72	0%	-	2.75	3.85	1.51	38.07		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	0.88	1.50%	0.45	0.74	4.06%	1.55																														$ 41.99 /hr																
1278	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-May-15	30-Apr-16	1.5	27.89	10%	2.79	0%	-	2.75	4.20	1.52	39.15		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	0.90	1.50%	0.46	0.76	4.06%	1.59																														$ 43.17 /hr																
1279	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-Jan-13	30-Apr-13	1.5	39.96	10%	4.00	0%	-	2.75	3.50	1.50	51.71		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.29	1.50%	0.66	1.01	4.06%	2.10																														$ 57.07 /hr																
1280	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-May-14	30-Apr-15	1.5	40.86	10%	4.09	0%	-	2.75	3.85	1.51	53.06		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.32	1.50%	0.67	1.03	4.06%	2.15																														$ 58.56 /hr																
1281	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-May-15	30-Apr-16	1.5	41.84	10%	4.18	0%	-	2.75	4.20	1.52	54.49		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.35	1.50%	0.69	1.06	4.06%	2.21																														$ 60.11 /hr																
1282	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-Jan-13	30-Apr-13	2	53.28	10%	5.33	0%	-	2.75	3.50	1.50	66.36		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.72	1.50%	0.88	1.29	4.06%	2.69																														$ 73.25 /hr																
1283	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-Jan-13	30-Apr-13	1.5	54.48	10%	5.45	0%	-	2.75	3.85	1.51	68.04		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.76	1.50%	0.90	1.33	4.06%	2.76																														$ 75.09 /hr																
1284	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Journeyman	1-May-15	30-Apr-16	2	55.78	10%	5.58	0%	-	2.75	4.20	1.52	69.83		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.80	1.50%	0.92	1.36	4.06%	2.84																														$ 77.05 /hr																
1285	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-Jan-13	30-Apr-13	1.5	32.03	10%	3.20	0%	-	2.75	3.50	1.50	42.98		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.04	1.50%	0.53	0.84	4.06%	1.75																														$ 47.43 /hr																
1286	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-May-14	30-Apr-15	1	32.67	10%	3.27	0%	-	2.75	3.85	1.51	44.05		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.05	1.50%	0.54	0.86	4.06%	1.79																														$ 48.59 /hr																
1287	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-May-15	30-Apr-16	1.5	33.32	10%	3.33	0%	-	2.75	4.20	1.52	45.13		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.07	1.50%	0.55	0.88	4.06%	1.83																														$ 49.77 /hr																
1288	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-Jan-13	30-Apr-13	1.5	48.05	10%	4.80	0%	-	2.75	3.50	1.50	60.60		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.55	1.50%	0.79	1.18	4.06%	2.46																														$ 66.89 /hr																
1289	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-May-14	30-Apr-15	1.5	49.01	10%	4.90	0%	-	2.75	3.85	1.51	62.03		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.58	1.50%	0.81	1.21	4.06%	2.52																														$ 68.44 /hr																
1290	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-May-15	30-Apr-16	1.5	49.99	10%	5.00	0%	-	2.75	4.20	1.52	63.45		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	1.61	1.50%	0.82	1.24	4.06%	2.58																														$ 70.01 /hr																
1291	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-Jan-13	30-Apr-13	2	64.06	10%	6.41	0%	-	2.75	3.50	1.50	78.22		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	2.06	1.50%	1.06	1.59	4.06%	3.25																														$ 86.16 /hr																
1292	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-May-15	30-Apr-16	2	65.34	10%	6.53	0%	-	2.75	3.85	1.51	79.99		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	2.11	1.50%	1.08	1.56	4.06%	3.25																														$ 88.28 /hr																
1293	Shop Trade	Natl Fab Shop	Fab Shop Metal Trades (UA)	N/A	Foreman	1-May-15	30-Apr-16	2	66.65	10%	6.66	0%	-	2.75	4.20	1.52	81.78		-	10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	0.22	2.93%	2.15	1.50%	1.10	1.59	4.06%	3.32																														$ 90.25 /hr																
1294	Non-Trade	Natl Fab Shop	Fab Shop Metal Trades (UA) - Superintendent	N/A	Superintendent	1-Jan-13	30-Apr-13	1	45.23	10%	4.52	5%	2.26		52.01		10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	-	2.93%	1.52	1.50%	0.78	1.01	4.06%	2.11	3.0%	1.54	2.7%	1.38	1.0%	0.53	5.3%	2.74	0.6%	0.33	0.00%	-	3.9%	2.00	(1.90)	$ 62.06 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1295	Non-Trade	Natl Fab Shop	Fab Shop Metal Trades (UA) - Superintendent	N/A	Superintendent	1-May-14	30-Apr-15	1	46.13	10%	4.61	5%	2.31		53.05		10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	-	2.93%	1.55	1.50%	0.80	1.03	4.06%	2.15	3.0%	1.57	2.7%	1.41	1.0%	0.54	5.3%	2.79	0.6%	0.33	0.00%	-	3.9%	2.04	(1.98)	$ 63.30 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1296	Non-Trade	Natl Fab Shop	Fab Shop Metal Trades (UA) - Superintendent	N/A	Superintendent	1-May-15	30-Apr-16	1	47.06	10%	4.71	5%	2.35		54.12		10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	-	2.93%	1.59	1.50%	0.82	1.06	4.06%	2.20	3.0%	1.61	2.7%	1.45	1.0%	0.56	5.3%	2.85	0.6%	0.34	0.00%	-	3.9%	2.08	(4.06)	$ 64.54 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1297	Non-Trade	Natl Fab Shop	Fab Shop Metal Trades (UA) - Superintendent	N/A	Superintendent	1-Jan-13	30-Apr-13	1.5	55.25	10%	5.53	5%	2.76		63.54		10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	-	2.93%	1.86	1.50%	0.95	1.24	4.06%	2.58	3.0%	1.88	2.7%	1.68	0.0%	-	0.0%	-	0.0%	-	0.00%	-	0.0%	-	2.07	$ 75.81 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1298	Non-Trade	Natl Fab Shop	Fab Shop Metal Trades (UA) - Superintendent	N/A	Superintendent	1-May-14	30-Apr-15	1.5	56.36	10%	5.64	5%	2.82		69.31		10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	-	2.93%	1.90	1.50%	0.97	1.26	4.06%	2.63	3.0%	1.92	2.7%	1.72	0.0%	-	0.0%	-	0.0%	-	0.00%	-	0.0%	-	2.11	$ 77.32 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1299	Non-Trade	Natl Fab Shop	Fab Shop Metal Trades (UA) - Superintendent	N/A	Superintendent	1-May-15	30-Apr-16	1.5	57.48	10%	5.75	5%	2.87		66.11		10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	-	2.93%	1.94	1.50%	0.99	1.29	4.06%	2.68	3.0%	1.96	2.7%	1.75	0.0%	-	0.0%	-	0.0%	-	0.00%	-	0.0%	-	2.15	$ 78.87 /hr	1.372	AECON	2.6%	0.9%	3.7%	3.0%	2.7%	1.0%	5.3%	0.6%	0.0%	3.9%	0.00	1.3718
1300	Non-Trade	Natl Fab Shop	Fab Shop Metal Trades (UA) - Superintendent	N/A	Superintendent	1-Jan-13	30-Apr-13	2	73.67	10%	7.37	5%	3.68		84.72		10.00	3,650.00	4	2,085.71	6	4	20	5	5	1,686	-	2.93%	2.48	1.50%	1.29	1.65	4.06%

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(4) - Definition Phase Target Cost

Ref.	Resources						Definition Phase		Applicable Adjustable Cost Index
	Labour Schedule Ref.	Position	Grade	Effective Date	Normal / Overtime	Rate	Hours	Total	
DEFINITION PHASE DELIVERABLES							**226,496 hrs**	**$ 17,727,966**	
1 Engineering Change Control / Engineered Tooling Documentation							**119,499 hrs**	**$ 8,449,203**	
	924	SNC - Engineering Manager	Category E - Home Office	01-Jan-2013	1x	$ 116.88	3,396 hrs	$ 396,959	Index 1a
	951	SNC- Design Team Lead	Category D - Home Office	01-Jan-2013	1x	$ 96.25	3,396 hrs	$ 326,907	Index 1a
	927	SNC - Section Manager (Mechanical)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	751 hrs	$ 72,268	Index 1a
	933	SNC - Section Manager (Electrical)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	1,738 hrs	$ 167,263	Index 1a
	936	SNC - Section Manager (I&C/HFE)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	1,609 hrs	$ 154,900	Index 1a
	930	SNC - Section Manager (Civil/ Structural)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	151 hrs	$ 14,501	Index 1a
	939	SNC - Lead Engineer (Mechanical)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	1,126 hrs	$ 108,339	Index 1a
	945	SNC - Lead Engineer (Electrical)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	2,607 hrs	$ 250,895	Index 1a
	948	SNC - Lead Engineer (I&C/HFE)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	2,414 hrs	$ 232,349	Index 1a
	942	SNC - Lead Engineer (Civil/ Structural)	Category D - Home Office	01-Jan-2013	1x	$ 96.25	226 hrs	$ 21,752	Index 1a
	960	SNC- Consultant (Mechanical)	Category E - Home Office	01-Jan-2013	1x	$ 116.88	1,073 hrs	$ 125,355	Index 1a
	966	SNC- Consultant (Electrical)	Category E - Home Office	01-Jan-2013	1x	$ 116.88	6,793 hrs	$ 793,918	Index 1a
	969	SNC- Consultant (I&C)	Category E - Home Office	01-Jan-2013	1x	$ 116.88	8,223 hrs	$ 961,059	Index 1a
	975	SNC - Senior Engineer (Mechanical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	1,876 hrs	$ 141,873	Index 1a
	981	SNC - Senior Engineer (Electrical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	4,345 hrs	$ 328,553	Index 1a
	984	SNC - Senior Engineer (I&C/ HFE)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	4,023 hrs	$ 304,267	Index 1a
	978	SNC - Senior Engineer (Civil/ Structural)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	377 hrs	$ 28,485	Index 1a
	987	SNC - Intermediate Engineer (Mechanical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	6,141 hrs	$ 464,441	Index 1a
	993	SNC - Intermediate Engineer (Electrical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	7,391 hrs	$ 558,968	Index 1a
	996	SNC - Intermediate Engineer (I&C/ HFE)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	5,293 hrs	$ 400,290	Index 1a
	990	SNC - Intermediate Engineer (Civil/ Structural)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	988 hrs	$ 74,723	Index 1a
	999	SNC - Junior Engineer (Mechanical)	Category B - Home Office	01-Jan-2013	1x	$ 45.38	4,642 hrs	$ 210,635	Index 1a
	1005	SNC - Junior Engineer (Electrical)	Category B - Home Office	01-Jan-2013	1x	$ 45.38	9,461 hrs	$ 429,289	Index 1a
	1008	SNC - Junior Engineer (I&C/ HFE)	Category B - Home Office	01-Jan-2013	1x	$ 45.38	12,510 hrs	$ 567,653	Index 1a
	1002	SNC - Junior Engineer (Civil/ Structural)	Category B - Home Office	01-Jan-2013	1x	$ 45.38	992 hrs	$ 45,024	Index 1a
	1011	SNC - Designer/ Drafter (Mechanical)	Category B- Home Office	01-Jan-2013	1x	$ 45.38	2,650 hrs	$ 120,233	Index 1a
	1017	SNC - Designer/ Drafter (Electrical)	Category B- Home Office	01-Jan-2013	1x	$ 45.38	9,551 hrs	$ 433,365	Index 1a
	1020	SNC - Designer/ Drafter (I&C/ HFE)	Category B- Home Office	01-Jan-2013	1x	$ 45.38	15,398 hrs	$ 698,665	Index 1a
	1014	SNC - Designer/ Drafter (Civil/ Structural)	Category B- Home Office	01-Jan-2013	1x	$ 45.38	359 hrs	$ 16,272	Index 1a
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		-	-	-	-	-		-	
		-	-	-	-	-		-	
2 Project Management Plan - Definition Phase							**1,053 hrs**	**$ 91,266**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	176 hrs	$ 21,193	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	176 hrs	$ 17,453	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	44 hrs	$ 4,363	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	176 hrs	$ 7,979	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	173 hrs	$ 17,155	Index 1a

	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	132 hrs	$ 7,667	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	176 hrs	$ 15,455	Index 1a
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3	**Project Management Plan - Execution Phase**						**6,170 hrs**	**$ 484,720**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	473 hrs	$ 56,957	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	473 hrs	$ 46,906	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	473 hrs	$ 46,906	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	473 hrs	$ 21,443	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	636 hrs	$ 63,050	Index 1a
	1257	Training Coordinator	0	01-Jan-2013	1x	$ 59.29	473 hrs	$ 28,045	Index 1a
	1153	Projects Coordinator	0	01-Jan-2013	1x	$ 75.08	580 hrs	$ 43,526	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	440 hrs	$ 38,638	Index 1a
	1194	QC. Coordinator	0	01-Jan-2013	1x	$ 75.08	580 hrs	$ 43,526	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	580 hrs	$ 33,671	Index 1a
	1200	EHS Manager	0	01-Jan-2013	1x	$ 99.16	88 hrs	$ 8,727	Index 1a
	1203	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08	286 hrs	$ 21,474	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	308 hrs	$ 17,890	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	308 hrs	$ 13,963	Index 1a
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4	**Execution Phase Risk Register**						**3,243 hrs**	**$ 265,205**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	378 hrs	$ 45,566	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	378 hrs	$ 37,525	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	378 hrs	$ 37,525	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	378 hrs	$ 17,154	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	378 hrs	$ 30,453	Index 1a
	1153	Projects Coordinator	0	01-Jan-2013	1x	$ 75.08	378 hrs	$ 28,412	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	198 hrs	$ 11,501	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	378 hrs	$ 33,228	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	198 hrs	$ 8,976	Index 1a
	1203	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08	198 hrs	$ 14,867	Index 1a
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5	**Maintenance Procedures**						**4,342 hrs**	**$ 365,155**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	132 hrs	$ 15,895	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	132 hrs	$ 13,090	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	132 hrs	$ 13,090	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	132 hrs	$ 5,984	Index 1a
	1171	Scope Lead	0	01-Jan-2013	1x	$ 99.16	624 hrs	$ 61,850	Index 1a
	1174	Project Coordinator . / Assessor	0	01-Jan-2013	1x	$ 75.08	568 hrs	$ 42,617	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	568 hrs	$ 45,679	Index 1a

	1153	Projects Coordinator	0	01-Jan-2013	1x	$ 75.08	568 hrs	$ 42,617	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	568 hrs	$ 49,843	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	176 hrs	$ 10,223	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	176 hrs	$ 7,979	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	568 hrs	$ 56,287	Index 1a
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6	**Modification Installation Workplans**						**30,455 hrs**	**$ 2,506,155**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	473 hrs	$ 56,957	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	473 hrs	$ 46,906	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	473 hrs	$ 46,906	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	473 hrs	$ 21,443	Index 1a
	1171	Scope Lead	0	01-Jan-2013	1x	$ 99.16	7,480 hrs	$ 741,768	Index 1a
	1174	Project Coordinator . / Assessor	0	01-Jan-2013	1x	$ 75.08	7,480 hrs	$ 561,625	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	5,339 hrs	$ 429,616	Index 1a
	1153	Projects Coordinator	0	01-Jan-2013	1x	$ 75.08	5,060 hrs	$ 379,922	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	473 hrs	$ 41,536	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	519 hrs	$ 30,157	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	935 hrs	$ 42,387	Index 1a
	1203	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08	814 hrs	$ 61,118	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	462 hrs	$ 45,815	Index 1a
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7	**Commissioning Requirements**						**9,111 hrs**	**$ 781,406**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	473 hrs	$ 56,957	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	473 hrs	$ 46,906	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	473 hrs	$ 46,906	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	473 hrs	$ 21,443	Index 1a
	1260	Commissioning Manager	0	01-Jan-2013	1x	$ 101.07	3,242 hrs	$ 327,653	Index 1a
	1263	Commissioning Leads	0	01-Jan-2013	1x	$ 76.98	1,334 hrs	$ 102,714	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	473 hrs	$ 41,536	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	519 hrs	$ 30,157	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	946 hrs	$ 42,885	Index 1a
	1203	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08	231 hrs	$ 17,344	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	473 hrs	$ 46,906	Index 1a
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8	**Initial Work Assessment(s)**						**19,569 hrs**	**$ 1,503,707**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	378 hrs	$ 45,566	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	378 hrs	$ 37,525	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	264 hrs	$ 26,180	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	378 hrs	$ 17,154	Index 1a
	1174	Project Coordinator . / Assessor	0	01-Jan-2013	1x	$ 75.08	3,784 hrs	$ 284,116	Index 1a
	1138	Estimating Manager	0	01-Jan-2013	1x	$ 99.16	264 hrs	$ 26,180	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	1,135 hrs	$ 91,359	Index 1a
	1266	Subject Matter Experts	0	01-Jan-2013	1x	$ 97.84	1,135 hrs	$ 111,075	Index 1a
	1200	EHS Manager	0	01-Jan-2013	1x	$ 99.16	568 hrs	$ 56,287	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	704 hrs	$ 69,813	Index 1a

	1194	QC. Coordinator	0	01-Jan-2013	1x	$ 75.08	568 hrs	$ 42,617	Index 1a
	1171	Scope Lead	0	01-Jan-2013	1x	$ 99.16	1,135 hrs	$ 112,574	Index 1a
	1153	Projects Coordinator	0	01-Jan-2013	1x	$ 75.08	3,410 hrs	$ 256,035	Index 1a
	1150	P-6 Planner	0	01-Jan-2013	1x	$ 75.08	1,135 hrs	$ 85,235	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	704 hrs	$ 61,820	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	415 hrs	$ 24,087	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	2,860 hrs	$ 129,654	Index 1a
	1203	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08	352 hrs	$ 26,429	Index 1a
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9a	**Cost Estimate - AACE Class 4**						**3,819 hrs**	**$ 305,748**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	132 hrs	$ 15,895	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	132 hrs	$ 13,090	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	132 hrs	$ 13,090	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	88 hrs	$ 3,989	Index 1a
	916	Procurement Manager	0	01-Jan-2013	2x	$ 91.33	66 hrs	$ 6,028	Index 1a
	917	Buyer / Materials Coordinator	0	01-Jan-2013	1x	$ 58.08	132 hrs	$ 7,667	Index 1a
	1138	Estimating Manager	0	01-Jan-2013	1x	$ 99.16	520 hrs	$ 51,597	Index 1a
	1141	M or E Estimators or risk coordinator	0	01-Jan-2013	1x	$ 75.08	1,561 hrs	$ 117,198	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	352 hrs	$ 15,957	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	352 hrs	$ 28,328	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	176 hrs	$ 17,453	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	176 hrs	$ 15,455	Index 1a
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9b	**Cost Estimate - AACE Class 3**						**5,704 hrs**	**$ 459,643**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	189 hrs	$ 22,783	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	199 hrs	$ 19,744	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	88 hrs	$ 8,727	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	132 hrs	$ 5,984	Index 1a
	916	Procurement Manager	0	01-Jan-2013	2x	$ 91.33	132 hrs	$ 12,056	Index 1a
	917	Buyer / Materials Coordinator	0	01-Jan-2013	1x	$ 58.08	264 hrs	$ 15,334	Index 1a
	1138	Estimating Manager	0	01-Jan-2013	1x	$ 99.16	757 hrs	$ 75,049	Index 1a
	1141	M or E Estimators or risk coordinator	0	01-Jan-2013	1x	$ 75.08	2,271 hrs	$ 170,470	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	352 hrs	$ 15,957	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	528 hrs	$ 42,492	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	132 hrs	$ 13,090	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	660 hrs	$ 57,957	Index 1a
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9c	**Cost Estimate - AACE Class 2**						**9,249 hrs**	**$ 751,124**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	264 hrs	$ 31,790	Index 1a
	907	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16	264 hrs	$ 26,180	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	264 hrs	$ 26,180	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	264 hrs	$ 11,968	Index 1a
	916	Procurement Manager	0	01-Jan-2013	2x	$ 91.33	264 hrs	$ 24,112	Index 1a
	917	Buyer / Materials Coordinator	0	01-Jan-2013	1x	$ 58.08	352 hrs	$ 20,445	Index 1a
	1138	Estimating Manager	0	01-Jan-2013	1x	$ 99.16	1,135 hrs	$ 112,574	Index 1a

	1141	M or E Estimators or risk coordinator	0	01-Jan-2013	1x	$ 75.08	3,406 hrs	$ 255,704	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	528 hrs	$ 23,936	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	1,056 hrs	$ 84,985	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	506 hrs	$ 50,178	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	946 hrs	$ 83,071	Index 1a
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9d	**Execution Phase Target Cost and Schedule**						**12,895 hrs**	**$ 1,070,647**	
	904	Project Director	0	01-Jan-2013	1x	$ 120.41	662 hrs	$ 79,740	Index 1a
	909	Deputy Project Manager	0	01-Jan-2013	2x	$ 120.62	662 hrs	$ 79,879	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	1,324 hrs	$ 131,337	Index 1a
	912	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33	662 hrs	$ 30,020	Index 1a
	916	Procurement Manager	0	01-Jan-2013	2x	$ 91.33	286 hrs	$ 26,121	Index 1a
	917	Buyer / Materials Coordinator	0	01-Jan-2013	1x	$ 58.08	286 hrs	$ 16,612	Index 1a
	1138	Estimating Manager	0	01-Jan-2013	1x	$ 99.16	757 hrs	$ 75,049	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	1,514 hrs	$ 121,812	Index 1a
	1266	Subject Matter Experts	0	01-Jan-2013	1x	$ 97.84	757 hrs	$ 74,050	Index 1a
	1200	EHS Manager	0	01-Jan-2013	1x	$ 99.16	352 hrs	$ 34,907	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	352 hrs	$ 34,907	Index 1a
	1171	Scope Lead	0	01-Jan-2013	1x	$ 99.16	757 hrs	$ 75,049	Index 1a
	1153	Projects Coordinator	0	01-Jan-2013	1x	$ 75.08	757 hrs	$ 56,823	Index 1a
	1150	P-6 Planner	0	01-Jan-2013	1x	$ 75.08	946 hrs	$ 71,029	Index 1a
	1257	Training Coordinator	0	01-Jan-2013	1x	$ 59.29	176 hrs	$ 10,435	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	378 hrs	$ 33,228	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	660 hrs	$ 38,335	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	1,320 hrs	$ 59,840	Index 1a
	1203	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08	286 hrs	$ 21,474	Index 1a
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9e	**NEW - Staff to prepare Crane Safety and Reliability Assessment Plan**						**1,387 hrs**	**$ 177,883**	
	1273	Crane Specialist	Category D - Home Office	01-Jan-2013	1x	$ 103.13	347 hrs	$ 35,750	Index 1a
	1274	Crane Technician - Subcontractor	Subcontractor	01-Jan-2013	1x	$ 110.00	347 hrs	$ 38,133	Index 1b
	1275	Crane Engineer - Subcontrator	Subcontractor	01-Jan-2013	1x	$ 150.00	693 hrs	$ 104,000	Index 1b
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10	**Other items [Proponent to insert additional line items below if required]**							**$ 516,103**	
	3% Contingency (Original Submission)							$ 510,767	Index 12
	3% Contingency (for NEW 9e)							$ 5,337	Index 12
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The unescalated Definition Phase Target Cost is:								**$ 17,727,966**	

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(4) - Definition Phase Target Cost (Optional Lay-up Scope)

Ref.	Resources						Definition Phase		Applicable Adjustable Cost Index
	Labour Schedule Ref.	Position	Grade	Effective Date	Normal / Overtime	Rate	Hours	Total	
DEFINITION PHASE DELIVERABLES							**27,568 hrs**	**$ 2,256,690**	
1 NEW - Optional U2 Lay-up Scope Definition Activities as per NK38-SOW-09701-10041							**27,568 hrs**	**$ 2,190,961**	
	951	SNC- Design Team Lead	Category D - Home Office	01-Jan-2013	1x	$ 96.25	2,600 hrs	$ 250,250	Index 1a
	960	SNC- Consultant (Mechanical)	Category E - Home Office	01-Jan-2013	1x	$ 116.88	2,600 hrs	$ 303,875	Index 1a
	975	SNC - Senior Engineer (Mechanical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	3,029 hrs	$ 229,068	Index 1a
	981	SNC - Senior Engineer (Electrical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	474 hrs	$ 35,846	Index 1a
	984	SNC - Senior Engineer (I&C/ HFE)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	915 hrs	$ 69,197	Index 1a
	987	SNC - Intermediate Engineer (Mechanical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	1,630 hrs	$ 123,269	Index 1a
	993	SNC - Intermediate Engineer (Electrical)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	843 hrs	$ 63,752	Index 1a
	996	SNC - Intermediate Engineer (I&C/ HFE)	Category C - Home Office	01-Jan-2013	1x	$ 75.63	1,626 hrs	$ 122,966	Index 1a
	999	SNC - Junior Engineer (Mechanical)	Category B - Home Office	01-Jan-2013	1x	$ 45.38	1,152 hrs	$ 52,272	Index 1a
	1011	SNC - Designer/ Drafter (Mechanical)	Category B- Home Office	01-Jan-2013	1x	$ 45.38	604 hrs	$ 27,407	Index 1a
	1017	SNC - Designer/ Drafter (Electrical)	Category B- Home Office	01-Jan-2013	1x	$ 45.38	95 hrs	$ 4,311	Index 1a
	1020	SNC - Designer/ Drafter (I&C/ HFE)	Category B- Home Office	01-Jan-2013	1x	$ 45.38	183 hrs	$ 8,304	Index 1a
	1200	EHS Manager	0	01-Jan-2013	1x	$ 99.16	143 hrs	$ 14,180	Index 1a
	1203	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08	312 hrs	$ 23,425	Index 1a
	1158	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33	1,924 hrs	$ 87,217	Index 1a
	1178	Project Accountant	0	01-Jan-2013	1x	$ 58.08	520 hrs	$ 30,202	Index 1a
	917	Buyer / Materials Coordinator	0	01-Jan-2013	1x	$ 58.08	260 hrs	$ 15,101	Index 1a
	1188	QA Manager	0	01-Jan-2013	1x	$ 99.16	494 hrs	$ 48,986	Index 1a
	1191	QA Specialist	0	01-Jan-2013	1x	$ 87.81	728 hrs	$ 63,924	Index 1a
	1194	QC. Coordinator	0	01-Jan-2013	1x	$ 75.08	728 hrs	$ 54,658	Index 1a
	1148	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16	520 hrs	$ 51,564	Index 1a
	1168	Construction or Risk Manager	0	01-Jan-2013	1x	$ 99.16	468 hrs	$ 46,407	Index 1a
	1150	P-6 Planner	0	01-Jan-2013	1x	$ 75.08	1,014 hrs	$ 76,130	Index 1a
	1171	Scope Lead	0	01-Jan-2013	1x	$ 99.16	1,326 hrs	$ 131,488	Index 1a
	1222	AECON - Electrical GF	0	01-Jan-2013	1x	$ 64.13	988 hrs	$ 63,358	Index 1a
	1254	Technical Advisor	0	01-Jan-2013	1x	$ 80.47	442 hrs	$ 35,569	Index 1a
	1174	Project Coordinator . / Assessor	0	01-Jan-2013	1x	$ 75.08	1,326 hrs	$ 99,555	Index 1a
	1260	Commissioning Manager	0	01-Jan-2013	1x	$ 101.07	442 hrs	$ 44,672	Index 1a
	1263	Commissioning Leads	0	01-Jan-2013	1x	$ 76.98	182 hrs	$ 14,009	Index 1a
		-	-	-	-	-		-	
10 Other items [Proponent to insert additional line items below if required]								**$ 65,729**	
	3% Contingency							$ 65,729	Index 12
								$ -	
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The unescalated Definition Phase Target Cost is:								**$ 2,256,690**	

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1 (5) - Cost Flow Definition Phase Target Cost

The Proponent is to provide forecasted annual expenditures for the purposes of applying Economic Cost Adjustments to Adjustable Costs.

Pricing Mechanism/Scope	Escalation Base Year	Base Cost (from Definition Phase Target Cost Worksheet)	Contract Year 2013	2014	2015	2016	Total
COSTS (at base year, i.e. unescalated)							**Costs**
Definition Phase Target Cost							
Index 1a	2013	$ 17,069,730		$ 6,145,103	$ 10,924,627		$ 17,069,730
Index 1b	2013	$ 142,133		$ 51,168	$ 90,965		$ 142,133
Index 12	2013	$ 516,103			$ 516,103		$ 516,103
		$ -					$ -
		$ -					$ -
		$ -					$ -
Definition Phase Target Cost (Unescalated)		**$ 17,727,966**	**$ -**	**$ 6,196,271**	**$ 11,531,695**	**$ -**	**$ 17,727,966**

ESCALATION RATES	Escalation Base Year		2013	2014	2015	2016	
Year Over Year Escalation Rates							
Index 1a			2.00%	2.00%	2.00%	2.00%	
Index 1b			2.00%	2.00%	2.00%	2.00%	
Index 12			0.00%	0.00%	0.00%	0.00%	
Compounded Escalation Rates							
Index 1a	2013		100.00%	102.00%	104.04%	106.12%	
Index 1b	2013		100.00%	102.00%	104.04%	106.12%	
Index 12	2013		100.00%	100.00%	100.00%	100.00%	

ESCALATED COSTS	2013	2014	2015	2016	Total
Definition Phase Target Cost					
Index 1a	$ -	$ 6,268,005	$ 11,365,982	$ -	$ 17,633,987
Index 1b	$ -	$ 52,191	$ 94,640	$ -	$ 146,832
Index 12	$ -	$ -	$ 516,103	$ -	$ 516,103
					$ -
					$ -
					$ -
Definition Phase Target Cost (Escalated)	**$ -**	**$ 6,320,196**	**$ 11,976,725**	**$ -**	**$ 18,296,921**

The Definition Phase Target Cost is: $ 18,296,921

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(6) - Definition Phase Fixed Fee

[redacted]

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(7) - Execution Phase Target Cost (Non-Trades)

The Execution Phase Target Cost build-up is to include all Non-Trade personnel supporting the Execution Phase Work, not including the Optional Work or Contingency Work, but including the Dynamic Commissioning Work, for all 4 Units.

ONTARIO POWER GENERATION

Ref	Labour Schedule Ref	Qty	Position	Resources Grade	Effective Date	Normal / Overtime	Rate	2013 Hours	2013 Total	2014 Hours	2014 Total	2015 Hours	2015 Total	2016 Hours	2016 Total	2017 Hours	2017 Total	2018 Hours	2018 Total	2019 Hours	2019 Total	2020 Hours	2020 Total	2021 Hours	2021 Total	2022 Hours	2022 Total	2023 Hours	2023 Total	2024 Hours	2024 Total	2025 Hours	2025 Total	2026 Hours	2026 Total	Non-Trades Total	Applicable Adjustable Cost Index
EXECUTION PHASE TARGET COST (NON-TRADES)									$ -		$ -		$ -		$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -		$ -		$ -		$ -	$ -	
1 NEW - Non-Trades PMT Core Team									$ -		$ -		$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -		$ -		$ -		$ -	$ -	
	904	1	Project Director	0	01-Jan-2013	1x	$ 120.41		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	907	1	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1148	1	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1150	1	P-6 Planner	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1168	2	Construction or Risk Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	917	1	Buyer / Materials Coordinator	0	01-Jan-2013	1x	$ 58.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1194	2	QC. Coordinator	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1168	1	Construction or Risk Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1225	2	AECON - Electrical - Superintendant	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1171	2	Scope Lead	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1254	1	Technical Advisor	0	01-Jan-2013	1x	$ 80.47		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1174	2	Project Coordinator . / Assessor	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1222	2	AECON - Electrical GF	0	01-Jan-2013	1x	$ 64.13		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1260	1	Commissioning Manager	0	01-Jan-2013	1x	$ 101.07		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1263	1	Commissioning Leads	0	01-Jan-2013	1x	$ 76.98		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1188	1	QA Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	927	1	SNC - Section Manager (Mechanical)	Category D - Home Office	01-Jan-2013	1x	$ 96.25		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	933	1	SNC - Section Manager (Electrical)	Category D - Home Office	01-Jan-2013	1x	$ 96.25		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	936	1	SNC - Section Manager (I&C/HFE)	Category D - Home Office	01-Jan-2013	1x	$ 96.25		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1062	1	SNC- Consultant (Mechanical)	Category E - Site	01-Jan-2013	1x	$ 116.88		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1068	1	SNC- Consultant (Electrical)	Category E - Site	01-Jan-2013	1x	$ 116.88		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
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1a NEW - Non-Trades Complete PMT Outage Team (Controls Scope Only)								0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	0 hrs	$ -	$ -	
	1041	1	SNC - Lead Engineer (Mechanical)	Category D - Site	01-Jan-2013	1x	$ 96.25		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1077	1	SNC - Senior Engineer (Mechanical)	Category C- Site	01-Jan-2013	1x	$ 75.63		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1089	1	SNC - Intermediate Engineer	Category C- Site	01-Jan-2013	1x	$ 75.63		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1101	1	SNC - Junior Engineer (Mechanical)	Category B - Site	01-Jan-2013	1x	$ 45.38		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1113	1	SNC - Designer/ Drafter	Category B - Site	01-Jan-2013	1x	$ 45.38		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	904	1	Project Director	0	01-Jan-2013	1x	$ 120.41		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	907	1	Deputy Project Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	912	1	PD Admin Assistant	0	01-Jan-2013	1x	$ 45.33		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	914	1	Procurement Manager	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	917	2	Buyer / Materials Coordinator	0	01-Jan-2013	1x	$ 58.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1148	1	Project Controls Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1150	2	P-6 Planner	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1153	1	Projects Coordinator	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1158	2	Doc Control Clerk	0	01-Jan-2013	1x	$ 45.33		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1168	2	Construction or Risk Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1171	1	Scope Lead	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1174	2	Project Coordinator . / Assessor	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1178	1	Project Accountant	0	01-Jan-2013	1x	$ 58.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1181	1	Payroll Clerk	0	01-Jan-2013	1x	$ 45.33		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1188	1	QA Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1194	2	QC. Coordinator	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1200	1	EHS Manager	0	01-Jan-2013	1x	$ 99.16		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1203	2	EHS Coordinator	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1245	1	Maintenance Authority	0	01-Jan-2013	1x	$ 70.78		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1248	1	Holder of Record	0	01-Jan-2013	1x	$ 70.78		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1251	1	Work Protection Coordinator	0	01-Jan-2013	1x	$ 70.78		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1254	1	Technical Advisor	0	01-Jan-2013	1x	$ 80.47		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1257	1	Training Coordinator	0	01-Jan-2013	1x	$ 59.29		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1260	1	Commissioning Manager	0	01-Jan-2013	1x	$ 101.07		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1263	1	Commissioning Leads	0	01-Jan-2013	1x	$ 76.98		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1222	2	AECON - Electrical GF	0	01-Jan-2013	1x	$ 64.13		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1225	2	AECON - Electrical - Superintendant	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1231	1	AECON - Millwright - GF	0	01-Jan-2013	1x	$ 62.06		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	1234	1	AECON - Millwright -	0	01-Jan-2013	1x	$ 75.08		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
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2 Other items [Proponent to insert additional line items below if required]									$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ -	
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The unescalated Execution Phase Target Cost (Non-Trades only) is:																																			$ -	

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1 (8) - Cost Flow Execution Phase Target Cost (Non-Trades)

The Proponent is to select the applicable Adjustable Cost indices identified in Attachment 7.1(7) and the associated escalation base year.

ONTARIO POWER GENERATION

Pricing Mechanism/Scope	Escalation Base Year	Base Cost (from Execution Phase Target Cost Worksheet)	Contract Year 2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
COSTS (at base year, i.e. unescalated)																	**Costs**
Execution Phase Target Cost (Non-Trades only)																	
1st Unit																	
Index 1a	2013	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Index 1b	2013	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Index 12	2013	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -															$ -
		$ -															$ -
		$ -															$ -
1st Unit - Sub Total		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

ESCALATION RATES	Escalation Base Year		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	
Year Over Year Escalation Rates																	
Index 1a			2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
Index 1b			2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
Index 12			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Compounded Escalation Rates																	
Index 1a	2013		100.00%	102.00%	104.04%	106.12%	108.24%	110.41%	112.62%	114.87%	117.17%	119.51%	121.90%	124.34%	126.82%	129.36%	
Index 1b	2013		100.00%	102.00%	104.04%	106.12%	108.24%	110.41%	112.62%	114.87%	117.17%	119.51%	121.90%	124.34%	126.82%	129.36%	
Index 12	2013		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	

ESCALATED COSTS	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Execution Phase Target Cost (Non-Trades only)															
Index 1a	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Index 1b	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Index 12	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
															$ -
															$ -
															$ -
Total Cost - Execution Phase Target Cost (Non-Trades only)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

The total for the Execution Phase Target Cost (Non-Trades only) is: $ -

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(9) - Execution Phase Fixed Fee

[redacted]



Attachment 7.1(10) - Execution Phase SS&E Target Cost

[redacted]

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(11) - Milestone Payment Schedule for Definition Phase Fixed Fee

Reference	Element of Work	% of Total	Definition Phase Fixed Fee Payment Breakdown by Milestone	Payment Milestone Completion Criteria	Contract Schedule/ Milestone Date
	Definition Phase Deliverables/Milestones	100%	**$ 11,316,531**		
Milestone 1	Definition Phase - Project Management Plan	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	28-Feb-14
Milestone 2	Open Book Management Plan	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	31-Mar-14
Milestone 3	Contract Management and Oversight Plan	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	31-Mar-14
Milestone 4	Definition Phase - Draft Baseline Schedule - Level 3	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	31-Mar-14
Milestone 5	Engineering Plan and Modifications Summary	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	1-Apr-14
Milestone 6	Project Estimate Plan	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	11-Apr-14
Milestone 7	Continuous Improvement Plan	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	11-Apr-14
Milestone 8	Submission of Design Plans for Acceptance	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	28-Apr-14
Milestone 9	Subcontractor Relationship and Procurement Management Plan	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	28-Apr-14
Milestone 10	Cooperation Agreement	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	28-Apr-14
Milestone 11	Site Specific Safety Plan	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	28-Apr-14
Milestone 12	Definition Phase - Final Baseline Schedule - Level 3	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	30-Apr-14
Milestone 13	Execution Phase - Cost Estimate - AACE Class 4	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	31-May-14
Milestone 14	Execution Phase - Schedule - Level 3	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	31-May-14
Milestone 15	Submission of Master EC's for Acceptance	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	17-Sep-14
Milestone 16	Execution Phase - Cost Estimate - AACE Class 3	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	30-Sep-14
Milestone 17	Execution Phase - Schedule - Level 4	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	30-Sep-14
Milestone 18	Initial Work Assessment(s)	3%	$ 339,496	Milestone is declared complete upon entering the information in the required OPG work management system.	30-Sep-14
Milestone 19	Execution Phase - Project Management Plan	4%	$ 452,661	Milestone is declared complete upon OPG acceptance.	31-Oct-14
Milestone 20	75% Submittals of Design EC's for Turbine Controls	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	20-Nov-14
Milestone 21	75% Submittals of Design EC's for Generator Refurbishment	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	20-Nov-14
Milestone 22	Execution Phase - Risk Register	3%	$ 339,496	The Execution Phase Joint Risk Register is complete and has been agreed to and accepted by OPG.	30-Nov-14
Milestone 23	Lifting, Craning, Hoisting and Rigging Plan	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	30-Jan-15
Milestone 24	75% Submittals of Design EC's for Excitation Controls	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	11-Feb-15
Milestone 25	Crane Safety and Reliability Assessment Plan	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	28-Feb-15
Milestone 26	Execution Phase - Cost Estimate - AACE Class 2	4%	$ 452,661	Milestone is declared complete upon OPG acceptance.	31-Mar-15
Milestone 27	Execution Phase - Schedule - Level 5	4%	$ 452,661	Milestone is declared complete upon OPG acceptance.	31-Mar-15
Milestone 28	Final Submittals of Design EC's for Generator Refurbishment	4%	$ 452,661	Milestone is declared complete upon OPG acceptance.	26-Mar-15
Milestone 29	Static and Dynamic Commissioning Requirements	2%	$ 226,331	Milestone is declared complete upon OPG acceptance.	28-Apr-15
Milestone 30	Final Submittals of Design EC's for Excitation Controls	4%	$ 452,661	Milestone is declared complete upon OPG acceptance.	1-May-15
Milestone 31	Final Submittals of Design EC's for Turbine Controls	4%	$ 452,661	Milestone is declared complete upon OPG acceptance.	1-May-15

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(11) - Milestone Payment Schedule for Definition Phase Fixed Fee

Reference	Element of Work	% of Total	Definition Phase Fixed Fee Payment Breakdown by Milestone	Payment Milestone Completion Criteria	Contract Schedule/ Milestone Date
Milestone 32	Engineering Change Control / Engineered Tooling Documentaion	2%	$ 226,331	The milestone is declared complete upon OPG acceptance of all design packages and related documentation / information to be ready for issuance of notice-to-proceed with field installation pre-requisites.	15-May-15
Milestone 33	Static Commissioning Workplans	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	15-Jul-15
Milestone 34	Maintenance Procedures	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	15-Jul-15
Milestone 35	Modification Installation Workplans	3%	$ 339,496	Milestone is declared complete upon OPG acceptance.	15-Jul-15

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(11) - Milestone Payment Schedule for Definition Phase Fixed Fee (Optional Lay-up Scope) - PRELIMINARY

Reference	Element of Work	% of Total	Definition Phase Fixed Fee Payment Breakdown by Milestone	Payment Milestone Completion Criteria	Contract Schedule/ Milestone Date
	Definition Phase Deliverables/Milestones	**100%**	**$ 1,448,849**		
Milestone 1	Definition Phase - Draft Baseline Schedule - Level 3	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 2	Engineering Plan and Modifications Summary	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 3	Project Estimate Plan	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 4	Continuous Improvement Plan	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 5	Submission of Design Plans for Acceptance	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 6	Site Specific Safety Plan	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 7	Definition Phase - Final Baseline Schedule - Level 3	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 8	Execution Phase - Cost Estimate - AACE Class 4	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 9	Execution Phase - Schedule - Level 3	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 10	Submission of Master EC's for Acceptance	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 11	Execution Phase - Cost Estimate - AACE Class 3	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 12	Execution Phase - Schedule - Level 4	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 13	Initial Work Assessment(s)	3%	$ 43,465	Milestone is declared complete upon entering the information in the required OPG work management system.	TBD
Milestone 14	Execution Phase - Project Management Plan	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 15	75% Submittals of Design EC's for Turbine System Lay-Up (Initial Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 16	75% Submittals of Design EC's for Generator Lay-Up (Initial Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 17	75% Submittals of Design EC's for Excitation Lay-Up (Initial Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 18	Execution Phase - Risk Register	3%	$ 43,465	The Execution Phase Joint Risk Register is complete and has been agreed to and accepted by OPG.	TBD
Milestone 19	Execution Phase - Cost Estimate - AACE Class 2	4%	$ 57,954	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 20	Execution Phase - Schedule - Level 5	4%	$ 57,954	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 21	Final Submittals of Design EC's Turbine System Lay-Up (Initial Preservation)	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 22	Final Submittals of Design EC's for Generator Lay-Up (Initial Preservation)	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 23	Final Submittals of Design EC's for Excitation Lay-Up (Initial Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 24	Lay-Ups Commissioning Requirements	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(11) - Milestone Payment Schedule for Definition Phase Fixed Fee (Optional Lay-up Scope) - PRELIMINARY

Reference	Element of Work	% of Total	Definition Phase Fixed Fee Payment Breakdown by Milestone	Payment Milestone Completion Criteria	Contract Schedule/ Milestone Date
Milestone 25	Engineering Change Control / Engineered Tooling Documentaion	2%	$ 28,977	The milestone is declared complete upon OPG acceptance of all design packages and related documentation / information to be ready for issuance of notice-to-proceed with field installation pre-requisites.	TBD
Milestone 26	Lay-Ups Commissioning Workplans (Initial Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 27	Lay-Up Maintenance Procedures (Initial Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 28	Lay-Up Modification Installation Workplans (Initial Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 29				Milestone is declared complete upon OPG acceptance.	TBD
Milestone 30	75% Submittals of Design EC's for Turbine System Lay-Up (Post Mod Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 31	75% Submittals of Design EC's for Generator Lay-Up (Post Mod Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 32	75% Submittals of Design EC's for Excitation Lay-Up (Post Mod Preservation)	2%	$ 28,977	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 33	Final Submittals of Design EC's Turbine System Lay-Up (Post Mod Preservation)	4%	$ 57,954	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 34	Final Submittals of Design EC's for Generator Lay-Up (Post Mod Preservation)	4%	$ 57,954	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 35	Final Submittals of Design EC's for Excitation Lay-Up (Post Mod Preservation)	4%	$ 57,954	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 36	Lay-Ups Commissioning Workplans (Post Mod Preservation)	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 37	Lay-Up Maintenance Procedures (Post Mod Preservation)	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD
Milestone 38	Lay-Up Modification Installation Workplans (Post Mod Preservation)	3%	$ 43,465	Milestone is declared complete upon OPG acceptance.	TBD

Darlington Nuclear Generating Station Turbine Generator Refurbishment Project

Attachment 7.1(12) - CPP / EI Contributions

Canada Pension Plan (CPP)

Year	Max. Annual Pensionable Earnings	Basic Exemption	Maximum Contributory Earnings	Employee Contribution Rate	Max. Annual Employee Contribution	Max. Annual Self - Employed Contribution
	$	$	$	%	$	$
2015 (estimated)	*53,900*	3,500	*50,400*	*4.95*	*2,494.80*	*4,989.60*
2014 (estimated)	*52,500*	3,500	*49,000*	*4.95*	*2,425.50*	*4,851.00*
2013	51,100	3,500	47,600	4.95	2,356.20	4,712.40
2012	50,100	3,500	46,600	4.95	2,306.70	4,613.40
2011	48,300	3,500	44,800	4.95	2,217.60	4,435.20
2010	47,200	3,500	43,700	4.95	2,163.15	4,326.30
2009	46,300	3,500	42,800	4.95	2,118.60	4,237.20
2008	44,900	3,500	41,400	4.95	2,049.30	4,098.60
2007	43,700	3,500	40,200	4.95	1,989.90	3,979.80
2006	42,100	3,500	38,600	4.95	1,910.70	3,821.40
2005	41,100	3,500	37,600	4.95	1,861.20	3,722.40
2004	40,500	3,500	37,000	4.95	1,831.50	3,663.00
2003	39,900	3,500	36,400	4.95	1,801.80	3,603.60
2002	39,100	3,500	35,600	4.70	1,673.20	3,346.40
2001	38,300	3,500	34,800	4.30	1,496.40	2,992.80
2000	37,600	3,500	34,100	3.90	1,329.90	2,659.80
1999	37,400	3,500	33,900	3.50	1,186.50	2,373.00
1998	36,900	3,500	33,400	3.20	1,068.80	2,137.60
1997	35,800	3,500	32,300	2.93	944.78	1,889.55

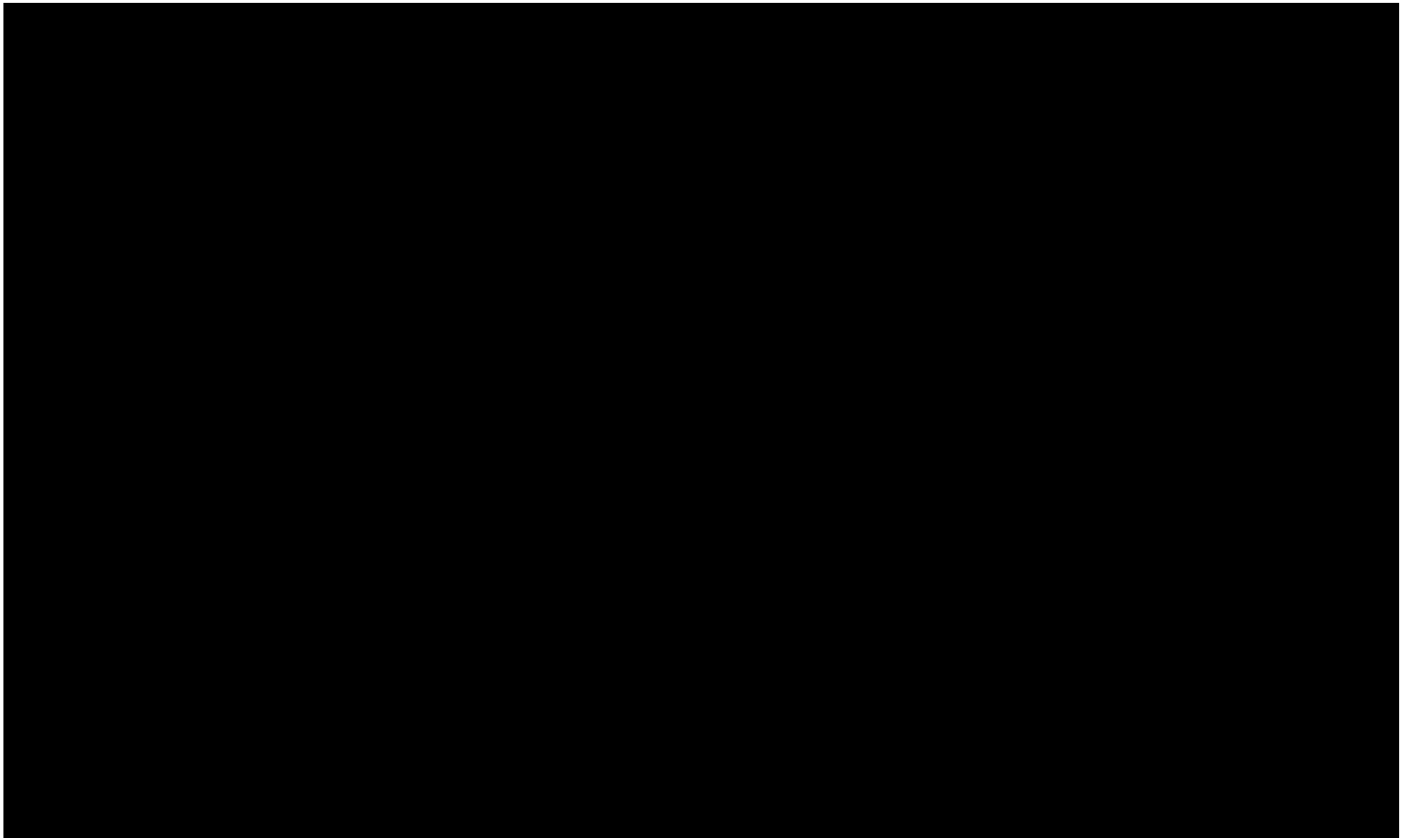
Source: http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrll/clcltng/cpp-rpc/cnt-chrt-pf-eng.html

Employment Insurance (EI)

Year	Max. Annual Insurable Earnings	Rate		Max. Annual Employee Premium		Max. Annual Employer Premium (1.4 x Employee Premium)	
		Federal	Quebec (not used)	Federal	Quebec (not used)	Federal	Quebec (not used)
	$	%	%	$	$	$	$
2015 (estimated)	*50,000*	*1.88*	*1.52*	*940.00*	*760.00*	*1,316.00*	*1,064.00*
2014 (estimated)	*48,700*	*1.88*	*1.52*	*915.56*	*740.24*	*1,281.78*	*1,036.34*
2013	47,400	1.88	1.52	891.12	720.48	1,247.57	1,008.67
2012	45,900	1.83	1.47	839.97	674.73	1,175.96	944.62
2011	44,200	1.78	1.41	786.76	623.22	1,101.46	872.51
2010	43,200	1.73	1.36	747.36	587.52	1,046.30	822.53
2009	42,300	1.73	1.38	731.79	583.74	1,024.51	817.24
2008	41,100	1.73	1.39	711.03	571.29	995.44	799.81
2007	40,000	1.80	1.46	720.00	584.00	1,008.00	817.60
2006	39,000	1.87	1.53	729.30	596.70	1,021.02	835.38
2005	39,000	1.95	N/A	760.50	N/A	1,064.70	N/A
2004	39,000	1.98	N/A	772.20	N/A	1,081.08	N/A
2003	39,000	2.10	N/A	819.00	N/A	1,146.60	N/A
2002	39,000	2.20	N/A	858.00	N/A	1,201.20	N/A
2001	39,000	2.25	N/A	877.50	N/A	1,228.50	N/A
2000	39,000	2.40	N/A	936.00	N/A	1,310.40	N/A
1999	39,000	2.55	N/A	994.50	N/A	1,392.30	N/A
1998	39,000	2.70	N/A	1,053.00	N/A	1,474.20	N/A
1997	39,000	2.90	N/A	1,131.00	N/A	1,583.40	N/A

Source: http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrll/clcltng/ei/cnt-chrt-pf-eng.html

Attachment 7.1(13) – Cost Allocation Table



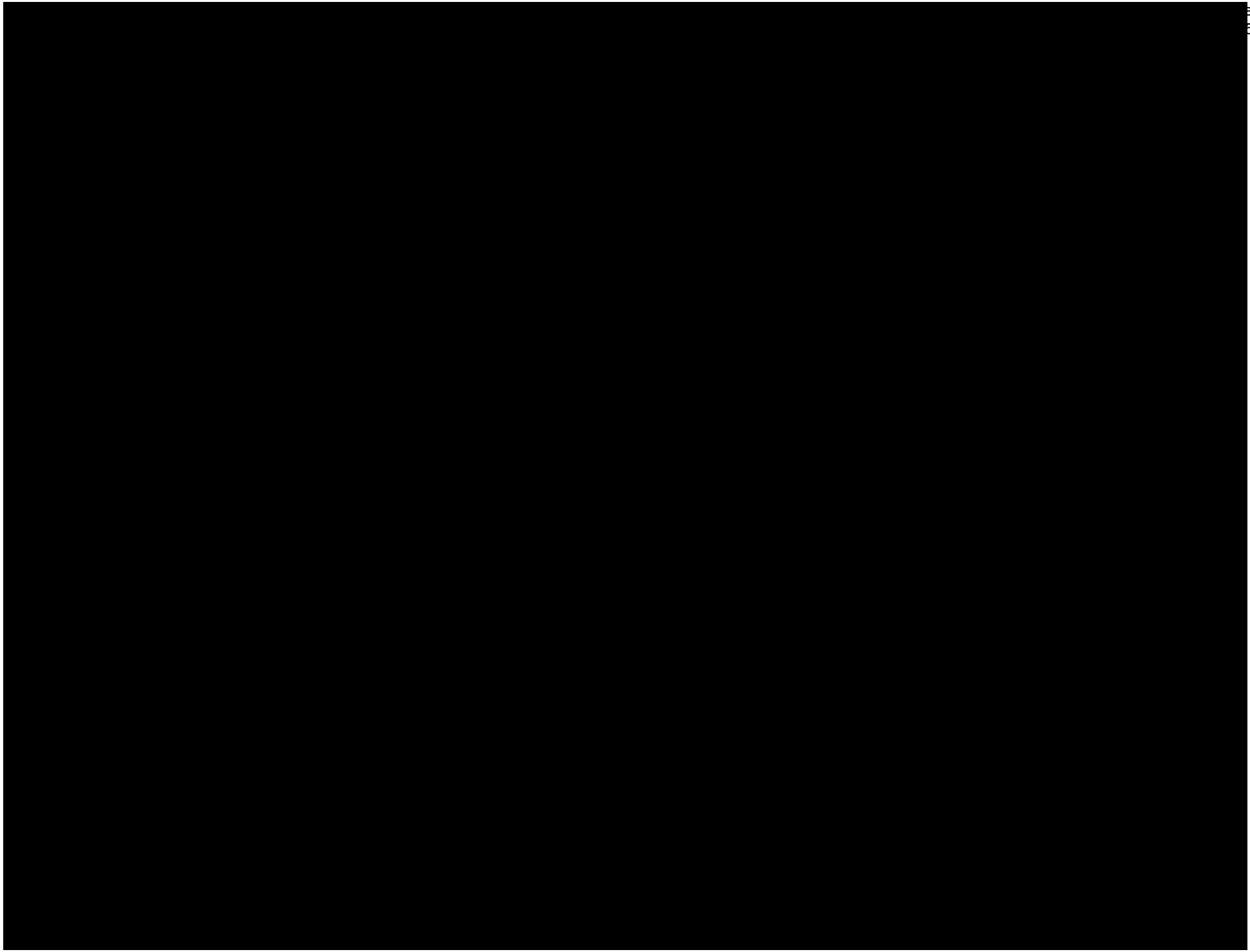
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SNC·LAVALIN Nuclear AECON Joint Venture

Document Identification	Revision
509407-00-RFR-30WI-0001	0

Title: **Travel and Per Diem Policy – Darlington RFR**

Date Effective: 03-Feb-2012

Retain Until: 2024

Prepared By: Aaron Johnson
Project Manager
SLN-AECON JV
Date:

Reviewed By: Rob Frasca
Project Manager
SLN-AECON JV
Date:

Approved By: Brian Savage
Project Director
SLN-AECON JV
Date:

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Title: **Travel and Per Diem Policy – Darlington RFR**

RECORD OF REVISION

Revision Number	Date	Description	Authorizing Signatures		
			Prepared By:	Reviewed By:	Approved By:

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Filed: 2016-05-27
EB-2016-0152
Exhibit D2-2-3
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Title: **Travel and Per Diem Policy – Darlington RFR**

1 Application

This Travel and Per Diem Policy (Policy) sets out how employees assigned to work on the Ontario Power Generation Inc. Darlington Retube and Feeder Replacement (RFR) Project will be reimbursed for their expenses incurred in respect of the Project. Depending on the Project requirements, employees may be required to travel between Joint Venture Home Offices and the Project Site Offices intermittently or be assigned to the Project Site for an extended duration.

This Policy applies to all non-EPSCA paid employees, including but not limited to professional staff, management, and trade supervision.

This Policy is effective for the period of the employee's assignment as stated in the employee's Letter of Understanding (LOU). Adherence to this Policy is mandatory and any deviation may result in non-payment or reimbursement of the expenses incurred.

2 Definitions

2.1 Assignment

Assignment means a posting to an assignment location for the Project, for the purpose of taking a direct part in assigned work for a defined period.

2.2 Assignment Location

The normal place of work to which an employee reports while on assignment . The Assignment Location may be a Joint Venture Home Office or the Project Site Office.

2.3 Employer

Employer refers to the specific Joint Venture Party, SNC-Lavalin Nuclear Inc. (SLN) or Aecon Construction Group Inc (Aecon), by which an employee is directly paid.

2.4 Joint Venture Home Offices

Joint Venture Home Offices are as follows: SLN Oakville – 2275 Upper Middle Road, Oakville

- Aecon Cambridge – 150 Sheldon Drive, Cambridge
- ES Fox St. Catharines – 9127 Montrose Rd, Niagara Falls
- SLN Pickering – 1053 Brock Road, Pickering
- Aecon Pickering – 890 Brock Road, Pickering
- Candu Energy Mississauga – 2285 Speakman Drive, Mississauga

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2.5 Immediate Family Member

Immediate Family member means spouse, common-law spouse, parent, sibling, or child.

2.6 Mileage Rate

Mileage Rate means an all-inclusive rate per kilometer that is used to calculate personal vehicle business travel amounts. The Mileage Rate shall be the sole payment for use of personal vehicle, and shall cover all costs to operate the vehicle, as defined by the Employer's Corporate Policy of any employee entitled to personal vehicle travel. Any such Mileage Rate shall not exceed the recommended rate of the Canadian Revenue Agency.

2.7 Project

The Project means the Ontario Power Generation Inc. Darlington RFR Project.

2.8 Site Offices

Site Offices refer to offices/trailers at the Darlington Energy Complex, the GM Oshawa building, and the Darlington Nuclear Generating Station.

2.9 Temporary Work Location

Temporary Work Location means a location to which an employee is required to travel to/from their Assignment Location.

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3 Per Diem Allowance

3.1 Eligibility

Where an employee is assigned to an Assignment Location other than their own Employer's home office for a period that exceeds 1 month, they may be eligible for a per diem allowance based on meeting all of the following requirements:

- The Assignment Location is greater than 90 km from employee's principal residence by the most direct route normally travelled in the circumstances
- The employee must not lease his/her principal residence to any one else while on assignment.
- The employee must not lease his/her principal residence from an Immediate Family member.
- The employee must not return to his/her permanent residence at the end of each day, and must keep a temporary residence within 50 km of the assignment location. (Proof of temporary residence is required.)
- The employee must not lease his/her temporary residence from an Immediate Family member while on assignment.
- The employee must fill out a TD4 – Declaration of Exemption "Employment at a Special Work Site" form and remit to their Employer.
- The employee's eligibility for a per diem allowance will be at the approval and reasonable disrection of the Project Director. For greater certainty, where possible, employees who live near the Site Offices will be hired specifically for the Project.

3.2 Per Diem Allowance

At the approval of the Project Director based on the above criteria, staff eligible for a per diem allowance will receive a per diem rate of $600 per week (inclusive of weekends and statutory holidays) which is an all-inclusive allowance for accommodation, breakfast, lunch, dinner, return trips to the employee's principal place of residence and for misc. expenses (laundry, phone calls, etc). This allowance will be paid on the employee's regular pay schedule. Employees on approved vacation or short ter m disability may be eligible for a reduced per diem allowance as described in section 3.3. A ny additional business travel will be covered as described below.

3.3 Vacation and Time Away from the Project

Employees eligible for a per diem allowance shall be entitled to receive a reduced Per Diem allowance amount during a vacation (up to 4 weeks) or short term disability/leave, if

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the employee incurs costs to keep their temporary residence. Receipts to support the incurred cost shall be submitted and approved by the Project Director. The reduced per diem rate while on vacation or short term leave shall be 70% of the employee's eligible per diem allowance.

3.4 Spouses Eligible for Per Diem Allowance

If spouse or common law couples are both on assignment and eligible for a per diem allowance, the first cohabitant will be eligible for the full per diem allowance while the second will be eligible for a reduced per diem allowance reflective of the incremental cost of living. As a guideline, the second cohabitant shall receive 60% of the full per diem allowance. This eligibility will be at the approval and reasonable discretion of the Project Director.

3.5 Termination of Employment or Per Diem Allowance

Should the assignment be terminated for any reason other than cause the employee will be provided with one month of written notice. If the notification period is shorter than 1 month, the employee will be reimbursed for up to two weeks of per diem expenses. Should proper notification for termination not be given by the Employer to the employee, Ontario Power Generation, Inc. shall not bear the incremental cost of improper notification.

4 Wrap-Around/Turn-Around

Where an employee is receiving a per diem allowance, there shall be no further payment for return trips to and from their principal residence (commonly referred to as wraparound, wrap, turnaround, or home leave).

5 Business Travel

Where an employee is required to travel from his/her Assignment Location to a Temporary Work Location for business purposes, they may be entitled to receive travel amounts in accordance with this policy. However, if the assignment location is less than 50km from the employee's principal residence by the most direct route normally travelled than the employee does not qualify for business travel expenses. An employee may use his/her own vehicle for business purposes if this proves to be less expensive and more practical than renting a car, or using a leased pool vehicle. The final decision to use an employee's personal vehicle or a pool vehicle shall be at the discretion of the Project Director.

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5.1 Personal Vehicle Travel

This section applies only to employees using their personal vehicle for business travel. Employees driving their own vehicles on company business are not insured for collision or third party liability under the SLN or Aecon insurance policies. In the event of an accident the employee's personal auto insurance policy provides sole coverage for both collision and liability, and the employee must pay the deductibles required by his/her personal auto insurance policy.

SLN and/or Aecon accepts no liability for any loss, damage, nor injury that may result from utilization of a personal vehicle for business purposes.

Personal vehicle mileage will be reimbursed through a mileage rate which is applied to the number of kilometers recorded for business travel. The mileage rate is to cover all costs related to operation of the vehicle.

5.1.1 Eligibility

Where travel to/from the Temporary Location is categorized by the pre-defined section below, the mileage reimbursement will be calculated using the distance from the employee's principal residence or the distances shown in 5.1.2, whichever is lower. Where the Temporary Location is not categorized by 5.1.2, the mileage will be calculated using the closer of the employee's principal residence and their assignment location. All calculations shall use the mileage reimbursement rate in effect at the time of travel.

5.1.2 Lump Sum Travel (Pre-defined)

- SLN Oakville to Site Office – 103km x Mileage Rate (each way)
- Aecon Cambridge to Site Office – 150km x Mileage Rate (each way)
- ES Fox St. Catharine's to Site Office – 198km x Mileage Rate (each way)
- Aecon Cambridge to SLN Oakville – 65km x Mileage Rate (each way)
- ES Fox St. Catharine's to SLN Oakville - 101km x Mileage Rate (each way)
- Candu Energy Mississauga to Site Office - 98km x Mileage Rate (each way)
- Aecon or SLN Pickering to SLN Oakville – 80km x Mileage Rate (each way)

5.2 Air Travel

All air travel arrangements must be made through the Employer's travel agent and will be economy fare based except for where a non-stop flight is greater than five hours and pre-approved by the Project Director. In no event shall the fare exceed Business Class.

5.3 Expenses While Travelling

If an employee incurs expenses while travelling, they are to be reimbursed in accordance with their Employer's expense policy. All expenses for personal or business meals must

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be reasonable and justified by receipts in the proper (detailed) form. As a guideline, $10 for breakfast, $15 for lunch, and $35 for dinner is reasonable.

Alcohol shall not be a permissible expense. Hotel reservations must be at the lowest rate available for reasonable accommodation at the destination. All expenses must be approved by the Project Director.

Examples of acceptable expenses:

- Meals during business hours
- Meals outside of business hours if overnight stay required
- Hotel accommodation costs (if multiple days required at Temporary Location)
- Toll road fees (if required during rush hour periods)

5.4 Cap on Expenses

In the event the employee meets the criteria for the Per Diem Allowance per 3.1, but elects to receive Business Expenses in lieu of the Per Diem Allowance, no employee shall be entitled to claim for total monthly Business Expenses an amount greater than the equivalent per diem rate less 10%. The intent of this provision is to encourage employees on assignments exceeding 30 days, to not spend excessive durations travelling to/from their assignment.

6 Relocation Allowance

Should the employee decide to permanently relocate to the assignment location he/she will be eligible for relocation assistance as approved by the Project Director and OPG jointly. The basis for relocation assistance shall be in accordance with Aecon Policy 7.3.4.

7 Company Vehicles

SLN or Aecon staff or supervision who utilize a (unmarked) company vehicle are not eligible for any personal vehicle travel amounts.

8 Taxation

All remuneration paid to the employee is subject to the prevailing income tax laws and regulations. The employee is solely responsible for complying with all income tax regulations and for establishing his personal status with regard to residence and taxation with the taxation authorities prior to departure for the assignment location and for final tax status following return.

It remains the responsibility of the employee to provide satisfactory documentation to the Human Resources Department to allow the Employer to adequately assess the taxability of any of the above-mentioned benefits.

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AECON GROUP INC.	CORPORATE POLICIES	DATE: April 2006	POLICY NUMBER 7.3.4
		SUPERSEDES: 7.3.5 Jan. 2003	Page 1 of 5
SUBJECT:	Relocation		
DISTRIBUTION:	All locations	ISSUED AND APPROVED BY: Vice President Human Resources	

POLICY

1 General Policy

- Aecon is committed to their employees. In doing so, Aecon wants to ensure that during relocation the move can be made as comfortable as possible. This policy addresses individual employee relocation needs.
- Relocation will be at the discretion of the employee and an employee's performance or career opportunity will not be negatively impacted as a result of choosing not to take a position that requires them to relocate.

2 Eligibility

- This policy applies to Aecon's permanent full-time employees and does not apply to employees working under specific employment contracts or employees with specified termination dates, e.g. employees on field or project assignments, or employees on expatriate projects.
- Employees under collective agreements are treated according to the provisions of the applicable collective agreement.

3 Policy Implementation

There are numerous circumstances that might arise with respect to relocations and this policy is not intended to address each and every situation. Rather it provides guidelines, which allow for some latitude and discretion for the local senior management in partnership with human resources and the relocating employee to agree on the appropriate relocation provision that will be applied depending upon the type and circumstances of the relocation.

When questions or disputes arise with respect to either the intent of the policy or guidelines, the Division President, in consultation with Human Resources will make a final decision.

Guidelines:

- Both the receiving and originating departments (where applicable) must agree that there is a business need and justification for the relocation and that the best interests of the employee have been considered
- Human Resources must be advised of a relocation situation in advance of it being finalized and any relocation provision being communicated to the impacted employee.
- When Aecon accommodates an employee who initiated a transfer request to another region, any payment for moving and relocation expenses will be at the discretion of the business group baring the cost and subject to final approval of that Division President.

Relocation Provisions

Relocation assistance will be comprised of two areas, with specific allocations agreed as outlined in the policy guidelines provided:

Relocation Allowance

Employees may be eligible for reimbursement for the following costs incurred, per the limits indicated and subject to the approval of the Division President and HR Manager. Reimbursement of these costs will be

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based on a lump sum payment calculated on the Aecon relocation worksheet (worksheet provided with this policy and available through Human Resources). This lump sum will be processed through accounts payable or payroll, net deductions, per applicable provincial legislation based on what items are taxable and what are not. Employees should submit their allowance receipts to their governing tax body in order to claim for eligible reimbursement of expenses.

Maximum covered costs include:

- Legal and house sale fees (e.g. real estate commission on sale of former house and legal fees associated with sale of former house and purchase of new house). Reimbursement limit is 10% of the value of the house or $50,000, whichever is less.
- Property purchase taxes; mortgage penalty or break lease costs. This excludes GST on the purchase of a new home.
- Assistance will be granted for personal and household effects. Eligible expenses include packing, moving, storage costs (maximum 30 days), unpacking and insuring at replacement value, shipping of two automobiles, temporary accommodation and food allowance (if required for up to 30 days).
- Cargo Protection: The company will pay the mover's premium for Full Replacement Protection for your personal/household effects and automobiles based on a declared value not to exceed $150,000 without special approval. Any coverage above this amount will be at the expense of the employee. The employee is responsible for the cost of appraisals for any high value items.
- Travel costs for two people to the new location (additional people must be approved) will be reimbursed to a maximum of economy air fare by the most direct route, for each member of the family, when supported by fare receipts. When private motor vehicle is used in lieu of public conveyances, a vehicle allowance per kilometre by the most direct route will be reimbursed up to the maximum airfare that would have been paid.
- Expenses related to immigration, work permits, border related fees etc.
- Personal tax advice if relocating to a different country
- Registering vehicles (maximum two)
- Replacing curtains
- Cable and appliance disconnection and reconnection costs (this does not include the price of a new appliance).
- Dogs and cats may be transported as extra baggage on the airline with the employee. The company will reimburse for the rental of up to a maximum of 2 pet carriers. The employee is responsible for any boarding, veterinary or other fees associated with the animals.
- Swing sets and playground equipment will be moved provided the dismantling and reassembly are done by the employee.
- Incidental travel costs not normally covered under moving household effects (e.g. travel expenses for a familiarization trip, travel and accommodation expenses to the new location for the employee's family). See relocation reimbursement worksheet for limits
- The Human Resources Department will support employees in co-ordinating move arrangements where applicable.
- This relocation assistance will be provided to only one employee per family per move.

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The employee must receive three quotes for shipment of their possessions and must accept the one that is most reasonable and customary.

Loss of Equity Assistance

In exceptional circumstances, loss of equity assistance may be approved in instances where an employee is relocated from a significantly lower cost housing location to a significantly higher cost housing location. This assistance requires the approval of the Divisional President and the Vice President Human Resources.

List of Restricted Items

The following are considered restricted items and are not normally shipped or stored at Company expense:

- barbeques made from brick, cement or stone
- patio stones
- building materials (lumber, cement blocks, etc.)
- portable buildings such as tool sheds
- boats, trailers and snowmobiles
- motors
- aircraft, parts of aircraft
- perishable goods
- fuel, both liquid and solid
- explosives, corrosives, flammable liquids, cooking oil
- livestock, farm animals, fish or birds
- liquor or wines
- firearms, ammunition
- goods requiring climatically controlled conditions
- coin or other collections
- plants
- art work
- large musical instruments (e.g. piano)

When reviewing eligibility the accountable Manager and Human Resources Manager will decide eligibility of these items for reimbursement.

Termination of Employment

If an employee terminates their employment with Aecon by resigning, they will be required to refund Aecon a portion of the relocation expenses on the following basis:

- Termination within 6 months of relocation 100% of the relocation costs must be reimbursed
- Termination within 6-12 months of relocation 50% of the relocation costs must be reimbursed.

Aecon reserves the right to set-off any required repayments against any amounts that Aecon may owe the employee at the time of the resignation.

4 Role of Management

- Contact Human Resources whenever a relocation situation arises.
- Ensure appropriate approvals, as outlined in this policy, are obtained before communicating the relocation provisions to an employee.

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5 Role of Human Resources

- Train, coach and support managers and employees in implementing the relocation policy.
- The Human Resources Department will support employees in co-ordinating move arrangements where applicable.

6 Role of Employee

- All non-taxable moving costs (as outlined by CRA) will be reimbursed by the Finance Department. Any miscellaneous moving cost receipts that do not qualify as non-taxable must be recorded as a taxable benefit by the payroll department.

Worksheet for Relocation Estimates

Prepared by:	Date:

Employee:		
Family Members:		
Conditions/Dates:		
From: **To:**	WORK ORDER #	
Real Estate/Legal: 10% of the value of the house	**Estimated**	**Lump Sum**
Real Estate Fees:		
Legal Fees:		
Personal Tax Advice		
Current Year:		
Move of Personal Effects (list of restricted items attached)		
Shipping: (within reasonable limits)		
Storage:		
Move-in Allowance:		
House Hunting		
Duration: (one trip, 4 days max.)		
Airfare:		
Accommodation/Meals:		
Arrival Expenses (following family move)		
Duration:		
Temporary Accommodations:		
a) Hotel		
b) Relative/Friends (@ $100/week)		
Per diem: $40/day		
Car Rental		
Duration:		
Transitional Allowance (prior to Relocation)		
Duration:		
Temporary Accommodations:		
a) Hotel		
b) Relative/Friends (@ $100/week)		
Per diem: $40/day		
Other Items:		
GRAND TOTAL:		

Schedule 7.7(a) - Unit Mechanical Completion Form

NOTICE OF UNIT MECHANICAL COMPLETION

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 7.7(a) of the Agreement, the Contractor hereby gives OPG notice that Unit Mechanical Completion has occurred as follows:

Grounds for Requesting Unit Mechanical Completion	[●] ***[The Contractor to confirm that the requirements of the tests for Unit Mechanical Completion have been met]***
Costs to Finish the Work	**$**[●]

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Delivery of Approvals	[●] ***[The Contractor to set out the dates on which Approvals were delivered and/or attach remaining Approvals]***
Delivery of Reports	[●] ***[The Contractor to set out the dates on which reports were delivered and/or attach remaining reports]***

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

Schedule 7.7(b) - Unit Mechanical Completion Confirmation Form

CONFIRMATION OF UNIT MECHANICAL COMPLETION

To: AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. SNC-Lavalin Nuclear Inc. 2275 Upper Middle Road east Oakville, Ontario L6H 0C3 Attn: Project Director, Turbine Generator Refurbishment Darlington Nuclear Refurbishment Program	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**")

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. OPG has determined that:

(a)	Unit Mechanical Completion has occurred effective [•], 20[•]; or	☐
(b)	Unit Mechanical Completion has not occurred for the reasons set out in Appendix A.	☐

ONTARIO POWER GENERATION INC.

By: _____

Name:
Title:

Schedule 7.8(a) - Unit System AFS Completion Form

NOTICE OF UNIT SYSTEM AFS COMPLETION

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 7.8(a) of the Agreement, the Contractor hereby gives OPG notice that Unit System AFS Completion has occurred as follows:

Date of "substantial performance" under the *Construction Lien Act* (Ontario)	[●]
Grounds for Requesting Unit System AFS Completion	[●] ***[The Contractor to confirm that the requirements of the tests for Unit System AFS Completion have been met]***
Delivery of Approvals	[●] ***[The Contractor to set out the dates on which Approvals were delivered and/or attach remaining Approvals]***
Delivery of Reports	[●] ***[The Contractor to set out the dates on which reports were delivered and/or attach remaining reports]***
Independent Professional Certificate	Attached as Appendix A.

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

Schedule 7.8(b) - Unit System AFS Completion Confirmation Form

CONFIRMATION OF UNIT SYSTEM AFS COMPLETION

To: AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. SNC-Lavalin Nuclear Inc. 2275 Upper Middle Road east Oakville, Ontario L6H 0C3 Attn: Project Director, Turbine Generator Refurbishment Darlington Nuclear Refurbishment Program	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**")

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. OPG has determined that:

(a)	Unit System AFS Completion has occurred effective [•], 20[•]; or	☐
(b)	Unit System AFS Completion has not occurred for the reasons set out in Appendix A.	☐

ONTARIO POWER GENERATION INC.

By: _____

Name:
Title:

Schedule 7.9(a) - Final Completion Form

CONFIRMATION OF FINAL COMPLETION

To: AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. SNC-Lavalin Nuclear Inc. 2275 Upper Middle Road east Oakville, Ontario L6H 0C3 Attn: Project Director, Turbine Generator Refurbishment Darlington Nuclear Refurbishment Program	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [•] Date: [•]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. OPG has determined that:

(a)	Final Completion has occurred effective [•], 20[•]; or	☐
(b)	Final Completion has not occurred for the reasons set out on Appendix A.	☐

ONTARIO POWER GENERATION INC.

By: _____

Name:
Title:

Schedule 7.10 - Final Payment Related Documents

Certificate - Application for Final Payment

TO: Ontario Power Generation ("OPG")

RE: Engineering, Procurement and Construction Agreement (the "Agreement") between OPG and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. (collectively, the "Contractor"), dated as of January 22, 2014 for the Turbine Generator Refurbishment Project

I, **[name]**, am the **[title]** of the Contractor and am authorised to deliver this Certificate on behalf of the Contractor. I hereby certify, for and on behalf of the Contractor, as follows.

1. Set out in Appendix A to this Certificate are complete:

   (a) as built drawings;

   (b) maintenance and operating instructions;

   (c) security documents;

   (d) certificates of insurance;

   (e) certificates of inspection;

   (f) all documents required to be maintained at the Site in accordance with section 2.15(a) of the Agreement; and

   (g) all other documents required by the Agreement to be delivered to OPG on the entire finishing of the Project.

2. Set out in Appendix B to this Certificate is the required consent of any surety, if any, to the final payment made under section 7.11 of the Agreement.

3. Set out in Appendix C to this Certificate is a certificate of good standing from the Workers' Safety and Insurance Board or successor organisation.

4. Set out in Appendix D to this Certificate are releases in the form set out in Schedule 7.10 of the Agreement, from the Contractor and each Subcontractor who provided Work in respect of the Project, respecting all Liens and other claims filed or otherwise arising in respect of the Work or Goods.

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5. Set out in Appendix E to this Certificate are statutory declarations in the form set out in Schedule 7.10 of the Agreement, signed by a director or officer of the Contractor, and each Subcontractor who has provided Work at the Site, declaring that all payments due to Subcontractors, all wages and benefit payments due to any of the Contractor's Personnel, and all contributions, premiums, allowances and remittances due to any Governmental Authority, pension fund, benefit plan, or union fund in accordance with a collective agreement, have been paid in a timely manner.

6. There are:

   (a) no known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely manner in the form of Notice required by the Agreement and which are listed in Appendix F to this Certificate, including an estimate of the value of each such claim; or

   (b) there are outstanding claims which have not been communicated to OPG in the form of Notice required by this Agreement and each of these claims is described in the attached form of Notice required by this Agreement and is delivered to OPG in a timely manner, and there are no other known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely manner in the form of Notice required by this Agreement and which are listed in Appendix F to this Certificate, including an estimate of the value of each such claim.

Defined terms used in this Certificate that are not defined in this Certificate have the meanings given to those terms in the Agreement.

DATED: [●], 20**[●]**.

AECON CONSTRUCTION GROUP INC.	**SNC-LAVALIN NUCLEAR INC.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Release – Application for Final Payment

TO: Ontario Power Generation Inc. ("OPG")

RE: Engineering, Procurement and Construction Agreement (the "Agreement") between OPG and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. (collectively, the "Contractor"), dated as of January 22, 2014 for the Turbine Generator Refurbishment Project

For value received, including the final payment to the Contractor by OPG in the amount of $[•], the Contractor agrees as follows.

1. **Release.** Effective when OPG makes the payment under section 7.11 of the Agreement, the Contractor irrevocably waives all entitlement to, and releases and forever discharges OPG and each member of the OPG Group from, any and all manner of claims, demands, suits, proceedings, actions and causes of action respecting any and all costs, damages, expenses, losses, liabilities, debts, sums of money, obligations, dues, accounts, interest and statutory rights or remedies, whether express, implied or otherwise, known or unknown, which the Contractor had, now has, can, will or may hereafter have respecting:

   (a) any member of the OPG Group; or

   (b) any act, cause, matter or thing whatsoever respecting the Project or the Agreement.

2. **No Claims Against Certain Third Parties**. The Contractor will not initiate any claim, demand, suit, proceeding or action against any Person respecting the Project or the Agreement if:

   (a) that Person has claimed or demanded, in future claims or demands, or may reasonably be expected in future to claim or demand contribution or indemnity under the *Negligence Act* (Ontario) or otherwise from any member of the OPG Group; or

   (b) that claim, demand, suit, proceeding or action may result (whether directly or indirectly against intermediate parties by way of a third or subsequent party claim or an independent legal proceeding) in a claim, demand, suit, proceeding or action against any member of the OPG Group.

3. **No Assignment.** The Contractor represents and warrants to each member of the OPG Group that the Contractor has not assigned, either in whole or in part, to

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any Person, any right to initiate any claim, demand, suit, proceeding or action respecting the Project or the Agreement.

4. **General.** The division of this Release into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Release. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "**including**" means "including without limitation", and the terms "**include**", "**includes**" and "**included**" have similar meanings. Any reference in this Release to any agreement, is deemed to include a reference to that agreement, as amended, supplemented or restated from time to time. Defined terms used in this Release but not defined in this Release have the meanings given to those terms in the Agreement. This Release is solely for the benefit of the Parties and, to the extent expressly and specifically made, beneficiaries of this Release. In particular, OPG holds the rights of each other member of the OPG Group under this Release in trust for the benefit of each such member.

The Contractor has duly executed this Release as of [•], 20[•].

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title:

[Modify as required for signature by a Key Subcontractor]

Statutory Declaration - Application for Final Payment

C A N A D A	)	IN THE MATTER OF THE ENGINEERING,
	)	PROCUREMENT AND CONSTRUCTION
	)	AGREEMENT BETWEEN ONTARIO POWER
	)	GENERATION INC. AND AECON
PROVINCE OF ONTARIO	)	CONSTRUCTION GROUP INC. and SNC-
	)	LAVALIN NUCLEAR INC. DATED AS OF
	)	JANUARY 22, 2014 FOR THE TURBINE
	)	GENERATOR REFURBISHMENT PROJECT
	)	(the "**Agreement**")

I, **[●]**, of the **[City]** of **[●]**, Ontario, do solemnly declare that:

1. I am the **[title]** of **[AECON CONSTRUCTION GROUP INC./SNC-LAVALIN NUCLEAR INC.]** and as such have personal knowledge of the facts set out in this solemn Declaration.

2. Defined terms used in this solemn Declaration but not defined in this solemn Declaration have the meanings given to those terms in the Agreement.

3. All

   (a) payments due to Subcontractors;

   (b) wages and benefit payments due to any of the Contractor's Personnel; and

   (c) contributions, premiums, allowances and remittances due to any Governmental Authority, pension fund, benefit plan or union fund in accordance with a collective agreement or Applicable Laws,

   have been paid on or before the date of the Application for Payment to which this solemn Declaration relates, subject to any withholdings or holdbacks required by Applicable Laws.

4. Title to the applicable part of the Project will pass to OPG in accordance with section 7.5 of the Agreement no later than the date of OPG's payment to which this solemn Declaration relates.

   (a) there are no known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely

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manner in the form of Notice required by the Agreement and which are listed in the Appendix to this solemn Declaration, including an estimate of the value of each such claim; or

(b) there are outstanding claims which have not been communicated to OPG in the form of Notice required by this Agreement and each of these claims is described in the attached form of Notice required by this Agreement and is delivered to OPG in a timely manner, and there are no other known outstanding claims under the Agreement, except for those claims which have already been communicated to OPG in a timely manner in the form of Notice required by this Agreement and which are listed in the Appendix to this solemn Declaration, including an estimate of the value of each such claim.

I make this solemn Declaration conscientiously believing it to be true and knowing it is of the same force as if made under oath.

DECLARED before me at the [City] of [•], Ontario on [•], 20[•]

)
)
)
)

_____

_____

Name:
A Commissioner, etc.

[Modify as required for signature by a Key Subcontractor]

Schedule 7.11 - Final Payment Form

CONFIRMATION OF FINAL PAYMENT

To: AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. SNC-Lavalin Nuclear Inc. 2275 Upper Middle Road east Oakville, Ontario L6H 0C3 Attn: Project Director, Turbine Generator Refurbishment Darlington Nuclear Refurbishment Program	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. OPG has determined that:

(a)	OPG accepts the Application for Payment and OPG will make, subject to sections 7.4(c) and 7.6(b) of the Agreement, the final payment within 60 days of the delivery of such Application for Payment to OPG; or	☐
(b)	the Application for Payment does not yet satisfy all the obligations under the Agreement for the reasons set out in Appendix A.	☐

ONTARIO POWER GENERATION INC.

By: _____

Name:
Title:

Schedule 10.6 - Breach Form

NOTICE OF BREACH BY ONTARIO POWER GENERATION INC.

To: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: Project Director, Turbine Generator Refurbishment Project Darlington Nuclear Refurbishment Program With a copy to: Ontario Power Generation Inc. Darlington Energy Centre 1855 Energy Drive Courtice, ON L1E 0E7 Attn: VP Supply Services OPG Projects Business and Administrative Services	Contract: Engineering, Procurement and Construction Agreement for the Turbine Generator Refurbishment Project between Ontario Power Generation Inc. and AECON Construction Group Inc. and SNC-Lavalin Nuclear Inc. dated as of January 22, 2014 (the "**Agreement**") Contract No.: [●] Breach Notice No. [●] Date: [●]

Defined terms used in this Notice have the same meanings given to those terms in the Agreement. In accordance with section 10.6 of the Agreement, the Contractor hereby gives OPG notice as follows.

Date of breach of Agreement by OPG: [●], 20[●]

Obligation that OPG breached and section in which OPG's obligation is set out in the Agreement: [●]

Describe action or failure to act of OPG that constitutes the breach of OPG's obligation: [●]

Describe precisely the anticipated remedy, if any, sought by the Contractor for OPG's breach of its obligation (including any changes to the Contract Price or the Contract Schedule): [●]

AECON CONSTRUCTION GROUP INC.

By: _____
Name:
Title:

SNC-LAVALIN NUCLEAR INC.

By:
Name:
Title: