

SCHEDULE 10

REVIEW PROCEDURE

**PART A – DESIGN AND CONSTRUCTION WORKS AND PUBLIC INFRASTRUCTURE
WORKS**

1. WORKS SUBMITTALS

1.1 The provisions of Part A of this Schedule 10 shall apply to the Design Development Submittals, the Design Data, any and all items, submittals and documents required to be submitted to, reviewed or otherwise processed by the Region pursuant to Schedule 15-2 – Design and Construction Requirements of the Output Specifications, and any and all items, documents and anything else required or specified by this Project Agreement and all other documents to be submitted to, reviewed or otherwise processed by the Region in accordance with the Review Procedure prior to or after Substantial Completion, including in respect of the completion of Minor Deficiencies, and including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “Works Submittal” or “Works Submittals” as applicable in this Part A of this Schedule 10).

2. SCHEDULE FOR WORKS SUBMITTALS

2.1 The Works Schedule shall provide for a progressive and orderly flow of Works Submittals from Project Co to the Region Representative to allow sufficient time for review of each Works Submittal by the Region Representative taking into account both the resources necessary to be available to the Region Representative to conduct such review and whether delay in the review of the subject matter of the Works Submittal shall have a material impact on Project Co’s ability to progress future anticipated Works Submittals and the Design and Construction Works and Public Infrastructure Works in accordance with the Works Schedule.

2.2 The Works Schedule and any amendment to the Works Schedule shall allow a period of 10 Business Days (or such longer period as the Parties may agree) from the date of receipt for review of and response to each Works Submittal, provided that if Project Co has made major changes to the grouping and volume of Works Submittals, such period of time shall be adjusted by Project Co, acting reasonably, taking into account the factors set forth in Section 2.1 of this Schedule 10. The Parties agree that, with respect to Design Development Submittals, the period for review shall be 15 Business Days rather than the 10 Business Days prescribed in this Section 2.2.

2.3 Project Co shall, in scheduling Works Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Works Submittals, for review of the Works Submittals and for Project Co to make changes to Works Submittals that may be required if comments are received on the Works Submittals, such review and required changes to be in accordance with Part A of this Schedule 10.

2.4 If the Works Schedule indicates that a large number of Works Submittals will be made at one time, the Region Representative may, at the Region Representative’s discretion, request a longer

period for review or a staggering of the Works Submittals, and Project Co shall review and revise the Works Schedule accordingly, taking into account both the resources necessary to be available to the Region Representative to conduct such review and whether delay in the review of the subject matter of the Works Submittal shall have a material impact on Project Co's ability to progress future anticipated Works Submittals and the Design and Construction Works and Public Infrastructure Works in accordance with the Works Schedule.

- 2.5 Project Co shall submit all Works Submittals to the Region in accordance with the current Works Schedule.

3. GENERAL REQUIREMENTS FOR WORKS SUBMITTALS

- 3.1 Unless otherwise specified by the Region Representative, Project Co shall issue 3 printed copies of all Works Submittals relating to Design and Construction Works to the Region and the Independent Certifier, together with an electronic copy in a format agreed by the Parties, acting reasonably. Unless otherwise specified by the Region Representative, Project Co shall issue three printed copies of all Works Submittals relating to Public Infrastructure Works to the Region and the Region Engineer, together with one electronic copy in a format agreed by the Parties, acting reasonably.
- 3.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Works Submittals and the date of receipt and content of all returned Works Submittals and comments thereon.
- 3.3 All Works Submittals shall be in English.
- 3.4 All Works Submittals required by this Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations (including, where applicable, by registered professional engineers or architects) shall, where applicable, be so signed and sealed.
- 3.5 All Works Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Works Submittal and Project Co's proposed course of action relating to the Works Submittal and the Project Operations that are the subject of the Works Submittal.
- 3.6 All Works Submittals shall, where applicable, refer to the relevant provisions of the Output Specifications, any other applicable Schedule to the Project Agreement and to any Design Data that has previously been subject to review.
- 3.7 All Works Submittals shall be clearly identified as a Works Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Works Submittals and for each Works Submittal:
- (a) the document number(s) or drawing number(s);
 - (b) revision numbers (if applicable);
 - (c) document or drawing title(s);
 - (d) name of entity that prepared the Works Submittal;

- (e) the Works Submittal history showing date and delivery information and/or log number of all previous submissions of that Works Submittal;
- (f) identification of any previous Works Submittal superseded by the current Works Submittal; and
- (g) the submittal checklist form completed and signed by the Project Co Representative.

4. COMMENTS

4.1 The Region Representative shall review and respond to each Works Submittal in accordance with the time periods specified in Section 2.2 of this Schedule 10. The Region Representative shall return Works Submittals to Project Co with a copy to the Independent Certifier (in respect of Works Submittals relating to Design and Construction Works) and to the Region Engineer (in respect of Works Submittals relating to Public Infrastructure Works) and assign one of the following 3 comments:

- (a) “REVIEWED”;
- (b) “REVIEWED AS NOTED”; or
- (c) “REJECTED”.

4.2 The comment “REVIEWED” will be assigned to those Works Submittals that, in the opinion of the Region Representative, conform to the requirements of this Project Agreement. Project Co shall comply with and implement such Works Submittals.

4.3 The comment “REVIEWED AS NOTED” will be assigned to those Works Submittals that, in the opinion of the Region Representative, generally conform to the requirements of this Project Agreement, but in which immaterial deficiencies have been found by the Region Representative’s review. Project Co shall correct these Works Submittals and provide a copy of the corrected Works Submittals to the Region Representative. Project Co shall comply with and implement such Works Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Works Submittals stamped “REVIEWED AS NOTED”, then Project Co will be required to modify the Works Submittals and Project Operations as required to ensure that the Design and Construction Works and the Public Infrastructure Works comply with the Output Specifications, any other applicable Schedule to the Project Agreement, and the Project Co Proposal Extracts and Project Co may be required, at the Region Representative’s discretion, to resubmit relevant Works Submittals. In such circumstances the Region Representative shall act promptly in considering whether such deficiencies have been corrected. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.

4.4 The comment “REJECTED” will be assigned to those Works Submittals that, in the opinion of the Region Representative, contain significant deficiencies or do not generally conform with the requirements of this Project Agreement, including this Schedule 10. Project Co shall correct and re-submit these Works Submittals within 10 Business Days after the comment has been provided to Project Co, or such longer period as Project Co may reasonably require, and (unless the Works Submittal is re-submitted within 5 Business Days) shall give the Region Representative not less

than 5 Business Days' notice of when the Works Submittals shall be resubmitted. The Region Representative will then review such re-submitted Works Submittals and assign a comment to the corrected Works Submittal. The Works Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.

- 4.5 Where the Region Representative issues the comment “REVIEWED AS NOTED” or “REJECTED”, the Region Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of this Project Agreement that the Works Submittal fails to satisfy, and, if requested by the Project Co Representative, the Region Representative shall meet with the Project Co Representative to discuss the reasons for the comment.
- 4.6 If, at any time after assigning any comment to a Works Submittal, the Region Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Project Agreement, the Region Representative may revise the comment assigned to any Works Submittal. If the Parties agree or it is determined in accordance with Section 5 of this Schedule 10 that the revised comment is correct, Project Co shall make all such corrections to the Works Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 4.7 For the purpose of facilitating and expediting the review and correction of Works Submittals, the Region Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding Works Submittals and any comments thereon.
- 4.8 Where a Works Submittal is voluminous, the Region Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Works Submittal with the appropriate comment, if any, and return to Project Co 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 Project Co. Any pages returned without such an explanation as to their status shall be deemed to be “REVIEWED” by the Region.
- 4.9 In lieu of returning a Works Submittal, the Region Representative may by letter notify Project Co of the comment assigned to the Works Submittal and if such comment is “REVIEWED AS NOTED” or “REJECTED” the letter shall contain comments in sufficient detail for Project Co to identify the correction sought.

5. DISPUTES

- 5.1 If, in respect of Design and Construction Works, Project Co disputes any act of the Region or the Region Representative in respect of a Works Submittal in respect of Design and Construction Works under this Part A, Project Co shall promptly notify the Region Representative and the Independent Certifier of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The Region Representative shall review the Works Submittal, the reasons and supporting documentation and within 5 Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment. If the Region Representative confirms the original comment, Project Co may request the Independent Certifier to resolve the Dispute and render a decision within 5 Business Days of such request.
- 5.2 If, in respect of Public Infrastructure Works, Project Co disputes any act of the Region or the Region Representative in respect of a Works Submittal in respect of Public Infrastructure Works under this Part A, Project Co shall promptly notify the Region Representative and the Region Engineer of the details of such dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The Region Representative shall review the Works Submittal, the reasons and supporting documentation and within 5 Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment. If the Region Representative confirms the original comment, Project Co may request the Region Engineer to resolve the dispute and render a decision within 5 Business Days of such request.
- 5.3 If either Party is not satisfied, acting reasonably, with the resolution of the Independent Certifier under Section 5.1 in respect of Works Submittals in respect of Design and Construction Works, subject to Section 10.2 of this Schedule 10, either Party may refer the matter for determination in accordance with Schedule 27 - Dispute Resolution Procedure. If either Party is not satisfied, acting reasonably, with the resolution of the Region Engineer under Section 5.2 in respect of Works Submittals in respect of Public Infrastructure Works, subject to Section 10.2 of this Schedule 10, either Party may refer the matter for determination in accordance with Schedule 27 - Dispute Resolution Procedure under the Fast Track Process (subject to completing the steps set forth in paragraphs 1 and 2 of Schedule 27 - Dispute Resolution Procedure prior to resolving the matter under the Fast Track Process).
- 5.4 Notwithstanding the provisions of Sections 5.1, 5.2 and 5.3, the Region may direct that Project Co to revise the Works Submittals in accordance with the comments of the Region and proceed to perform and complete the Design and Construction Works and Public Infrastructure Works, as the case may be, on the basis of such revised Works Submittals. For clarity, such direction shall be considered a Dispute and Project Co may proceed in accordance with Section 58 and Schedule 27 - Dispute Resolution Procedure of the Project Agreement.

6. EFFECT OF REVIEW

- 6.1 Any review and comment by the Region or the Region Representative of any Works Submittals is for general conformity to the obligations and requirements of this Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of this Project Agreement, and shall not create any new or additional obligations or liabilities for the Region.

Without limiting the generality of the foregoing any and all errors or omissions in Works Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities in respect of the Design and Construction Works or in respect of the Public Infrastructure Works under this Project Agreement or exclude or limit the Region's rights in respect of the Design and Construction Works or the Public Infrastructure Works under this Project Agreement.

7. WORKS SUBMITTAL EXPLANATION

- 7.1 At any time, the Region Representative may, acting reasonably, require Project Co or any Project Co Parties, including Project Co's consultants and any other relevant personnel, at no additional cost to the Region, to explain to the Region Representative and the Region's advisors the intent of Project Co's Works Submittals, including in relation to any design and any associated documentation and as to its satisfaction of the Output Specifications or any other Schedule to the Project Agreement, as applicable.

8. REVISIONS

- 8.1 Project Co shall ensure that Works Submittals keep the same, unique reference number throughout the review process, and that subsequent revisions of the same Works Submittal are identified by a sequential revision number. Correspondence related to such Works Submittal shall reference the reference number and revision number.
- 8.2 Re-submittals shall clearly show all revisions from the previous Works Submittal. Bound documents, including reports and manuals, shall 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 shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall 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 shall be included on the drawing.
- 8.3 All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Works Submittal. Electronic versions of the Works Submittal shall identify the persons who initialled the revisions to the printed version of the Works Submittal. All such revisions must be able to be integrated into the Record Drawings.
- 8.4 Project Co shall keep all Design Data current. If any Design Data is revised as part of a Works Submittal, all other Design Data relying on or based on that Design Data shall also be revised accordingly. All such revised Design Data shall also be submitted with the Works Submittal to which it relates.

9. AUDIT BY THE REGION REPRESENTATIVE

- 9.1 Without limiting any other right under this Project Agreement, the Region Representative shall have the right to audit all Works Submittals, including comparing all Works Submittals to previous Works Submittals.
- 9.2 If during an audit or at any other time it is discovered by the Region or Project Co (or resolved pursuant to Section 9.3 of this Schedule 10) that any Works Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Works Submittals and the Project Operations to which they relate and shall advise the Region Representative of all such corrections and modifications.
- 9.3 Any Dispute concerning the implementation of a Works Submittal relating to Design and Construction Works, subject to Section 5.1 of this Schedule 10, shall be referred in the first instance to the Independent Certifier for resolution.
- 9.4 Any Dispute concerning the implementation of a Works Submittal relating to Public Infrastructure Works, subject to Section 5.2 of this Schedule 10, shall be referred in the first instance to the Region Engineer for resolution.

10. VARIATIONS

- 10.1 No alteration or modification to the design, quality and quantity of the Project Operations arising from the development of detailed design or from the co-ordination of the design in connection with any Works Submittal shall be construed or regarded as a Variation.
- 10.2 If, having received comments from the Region Representative on any Works Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written notice to the Region of the same and, if it is agreed by the Parties that a Variation would arise if the comments were complied with, the Region may, at its election, (a) issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 22 - Variation Procedure or (b) amend its comment on the Works Submittal. If the Parties do not agree that a Variation would arise if the comments were complied with, either party may proceed to resolve the matter in accordance with Section 5.4 of this Schedule 10 including for clarity, the exercise by the Region of its rights under Section 5.4 of this Schedule 10. Subject to the foregoing sentence, any failure by Project Co to notify the Region in accordance with this Section 10.2 that Project Co considers compliance with any comments of the Region Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the Region Representative's comments shall be without cost to the Region and without any extension of time.

SCHEDULE 10

REVIEW PROCEDURE

PART B – MAINTENANCE TERM – MAINTENANCE AND REHABILITATION SERVICES

11. MAINTENANCE AND REHABILITATION SUBMITTALS

- 11.1 The provisions of Part B of this Schedule 10 shall apply to all items, submittals and documents required to be submitted, reviewed or otherwise processed by the Region pursuant to Schedule 15-3 – Maintenance and Rehabilitation Requirements of the Output Specifications and any and all items, documents and anything else required or specified by this Project Agreement, other than the Design Development Submittals, the Design Data, and the Operations Submittals to be submitted to, reviewed or otherwise processed by the Region in accordance with the Review Procedure in respect of the Project, after Substantial Completion, except in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “**Maintenance and Rehabilitation Submittal**” or “**Maintenance and Rehabilitation Submittals**” as applicable in Part B of this Schedule 10).
- 11.2 Project Co shall allow a period of 10 Business Days (or such longer period as the Parties may agree) from the date of receipt for review of and response to each Maintenance and Rehabilitation Submittal.
- 11.3 Project Co shall, in scheduling Maintenance and Rehabilitation Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Maintenance and Rehabilitation Submittals, for review of the Maintenance and Rehabilitation Submittals and for Project Co to make changes to Maintenance and Rehabilitation Submittals that may be required if comments are received on the Maintenance and Rehabilitation Submittals, such review and required changes to be in accordance with Part B of this Schedule 10.

12. GENERAL REQUIREMENTS FOR MAINTENANCE AND REHABILITATION SUBMITTALS

- 12.1 Unless otherwise specified by the Region Representative, Project Co shall issue 3 printed copies of all Maintenance and Rehabilitation Submittals to the Region, together with an electronic copy in a format agreed by the Parties acting reasonably.
- 12.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Maintenance and Rehabilitation Submittals and the date of receipt and content of all returned Maintenance and Rehabilitation Submittals and comments thereon.
- 12.3 All Maintenance and Rehabilitation Submittals shall be in English.
- 12.4 All Maintenance and Rehabilitation Submittals required by this Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations (including, where applicable, by registered professional engineers or architects) shall, where applicable, be so signed and sealed.

- 12.5 All Maintenance and Rehabilitation Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Maintenance and Rehabilitation Submittal and Project Co's proposed course of action relating to the Maintenance and Rehabilitation Submittal and the Project Operations that are the subject of the Maintenance and Rehabilitation Submittal.
- 12.6 All Maintenance and Rehabilitation Submittals shall, where applicable, refer to the relevant provisions of the Output Specifications and/or any other applicable Schedule to the Project Agreement.
- 12.7 All Maintenance and Rehabilitation Submittals shall be clearly identified as a Maintenance and Rehabilitation Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Maintenance and Rehabilitation Submittals and for each Maintenance and Rehabilitation Submittal:
- (a) the document number(s) or drawing number(s);
 - (b) revision numbers (if applicable);
 - (c) document or drawing title(s);
 - (d) name of entity that prepared the Maintenance and Rehabilitation Submittal;
 - (e) the Maintenance and Rehabilitation Submittal history showing date and delivery information and/or log number of all previous submissions of that Maintenance and Rehabilitation Submittal;
 - (f) identification of any previous Maintenance and Rehabilitation Submittal superseded by the current Maintenance and Rehabilitation Submittal; and
 - (g) the submittal checklist form completed and signed by the Project Co Representative.

13. COMMENTS

- 13.1 The Region Representative shall review and respond to each Maintenance and Rehabilitation Submittal in accordance with the time periods specified in Section 11.2 of this Schedule 10. The Region Representative shall return Maintenance and Rehabilitation Submittals to Project Co and assign one of the following 3 comments:
- (a) "REVIEWED";
 - (b) "REVIEWED AS NOTED"; or
 - (c) "REJECTED".
- 13.2 The comment "REVIEWED" will be assigned to those Maintenance and Rehabilitation Submittals that, in the opinion of the Region Representative, conform to the requirements of this Project Agreement. Project Co shall comply with and implement such Maintenance and Rehabilitation Submittals.

- 13.3 The comment “REVIEWED AS NOTED” will be assigned to those Maintenance and Rehabilitation Submittals that, in the opinion of the Region Representative, generally conform to the requirements of this Project Agreement, but in which immaterial deficiencies have been found by the Region Representative’s review. Project Co shall correct these Maintenance and Rehabilitation Submittals and provide a copy of the corrected Maintenance and Rehabilitation Submittals to the Region Representative. Project Co shall comply with and implement such Maintenance and Rehabilitation Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Maintenance and Rehabilitation Submittals stamped “REVIEWED AS NOTED”, then Project Co will be required to modify the Maintenance and Rehabilitation Submittals and Project Operations as required to ensure that the Project Operations comply with the Output Specifications and Project Co may be required, at the Region Representative’s discretion, to resubmit relevant Maintenance and Rehabilitation Submittals. In such circumstances the Region Representative shall act promptly in considering whether such deficiencies have been corrected. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 13.4 The comment “REJECTED” will be assigned to those Maintenance and Rehabilitation Submittals that, in the opinion of the Region Representative, contain significant deficiencies or do not generally conform with the requirements of this Project Agreement, including this Schedule 10. Project Co shall correct and re-submit these Maintenance and Rehabilitation Submittals within 10 Business Days after the comment has been provided to Project Co, or such longer period as Project Co may reasonably require, and (unless the Maintenance and Rehabilitation Submittal is re-submitted within 5 Business Days) shall give the Region Representative not less than 5 Business Days’ notice of when the Maintenance and Rehabilitation Submittals shall be resubmitted. The Region Representative will then review such re-submitted Maintenance and Rehabilitation Submittals and assign a comment to the corrected Maintenance and Rehabilitation Submittal. The Maintenance and Rehabilitation Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 13.5 Where the Region Representative issues the comment “REVIEWED AS NOTED” or “REJECTED”, the Region Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of this Project Agreement that the Maintenance and Rehabilitation Submittal fails to satisfy, and, if requested by the Project Co Representative, the Region Representative shall meet with the Project Co Representative to discuss the reasons for the comment.
- 13.6 If, at any time after assigning any comment to an Maintenance and Rehabilitation Submittal, the Region Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Project Agreement, the Region Representative may revise the comment assigned to any Maintenance and Rehabilitation Submittal. If the Parties agree or it is determined in accordance with Section 14 of this Schedule 10 that the revised comment is correct, Project Co shall make all such corrections to the Maintenance and Rehabilitation Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.

- 13.7 For the purpose of facilitating and expediting the review and correction of Maintenance and Rehabilitation Submittals, the Region Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding Maintenance and Rehabilitation Submittals and any comments thereon.
- 13.8 Where a Maintenance and Rehabilitation Submittal is voluminous, the Region Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Maintenance and Rehabilitation Submittal with the appropriate comment, if any, and return to Project Co 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 Project Co. Any pages returned without such an explanation as to their status shall be deemed to be “REVIEWED” by the Region.
- 13.9 In lieu of returning a Maintenance and Rehabilitation Submittal, the Region Representative may by letter notify Project Co of the comment assigned to the Maintenance and Rehabilitation Submittal and if such comment is “REVIEWED AS NOTED” or “REJECTED” the letter shall contain comments in sufficient detail for Project Co to identify the correction sought.

14. DISPUTES

- 14.1 If Project Co disputes any act of the Region or the Region Representative in respect of a Maintenance and Rehabilitation Submittal under this Part B, Project Co shall promptly notify the Region Representative of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The Region Representative shall review the Maintenance and Rehabilitation Submittal, the reasons and supporting documentation and within 5 Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment.
- 14.2 If after such review by the Region Representative Project Co disputes the comment on a Maintenance and Rehabilitation Submittal, subject to Section 19.1 of this Schedule 10 Project Co may refer the matter for determination in accordance with Schedule 27 - Dispute Resolution Procedure.

15. EFFECT OF REVIEW

- 15.1 Any review and comment by the Region or the Region Representative of any Maintenance and Rehabilitation Submittals is for general conformity to the obligations and requirements of this Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of this Project Agreement, and shall not create any new or additional obligations or liabilities for the Region. Without limiting the generality of the foregoing any and all errors or omissions in Maintenance and Rehabilitation Submittals or of any review and comment shall not exclude or limit Project Co’s obligations or liabilities under this Project Agreement in respect of matters related to the Maintenance and Rehabilitation Submittal or exclude or limit the Region’s rights under this Project Agreement in respect of matters related to the Maintenance and Rehabilitation Submittal.

16. MAINTENANCE AND REHABILITATION SUBMITTAL EXPLANATION

- 16.1 At any time, the Region Representative may, acting reasonably, require Project Co or any Project Co Parties, including Project Co's consultants and any other relevant personnel, at no additional cost to the Region, to explain to the Region Representative and the Region's advisors the intent of Project Co's Maintenance and Rehabilitation Submittals, including as to its satisfaction of the Output Specifications.

17. REVISIONS

- 17.1 Project Co shall ensure that Maintenance and Rehabilitation Submittals keep the same, unique reference number throughout the review process, and that subsequent revisions of the same Maintenance and Rehabilitation Submittal are identified by a sequential revision number. Correspondence related to such Maintenance and Rehabilitation Submittal shall reference the reference number and revision number.
- 17.2 Re-submittals shall clearly show all revisions from the previous Maintenance and Rehabilitation Submittal. Bound documents, including reports and manuals, shall 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 shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall 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 shall be included on the drawing.
- 17.3 All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Maintenance and Rehabilitation Submittal. Electronic versions of the Maintenance and Rehabilitation Submittal shall identify the persons who initialled the revisions to the printed version of the Maintenance and Rehabilitation Submittal.

18. AUDIT BY THE REGION REPRESENTATIVE

- 18.1 Without limiting any other right under this Project Agreement, the Region Representative shall have the right to audit all Maintenance and Rehabilitation Submittals, including comparing all Maintenance and Rehabilitation Submittals to previous Maintenance and Rehabilitation Submittals.
- 18.2 If during an audit or at any other time it is discovered by the Region or Project Co that any Maintenance and Rehabilitation Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Maintenance and Rehabilitation Submittals and the Project Operations to which they relate and shall advise the Region Representative of all such corrections and modifications.

19. VARIATIONS

- 19.1 If, having received comments from the Region Representative on any Maintenance and Rehabilitation Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written notice to the Region of the same and, if it is agreed by the Parties, or is determined pursuant to Schedule 27 - Dispute Resolution Procedure,

that a Variation would arise if the comments were complied with, the Region may at its election, either issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 22 - Variation Procedure or amend its comment on the Maintenance and Rehabilitation Submittal. Any failure by Project Co to notify the Region in accordance with this Section 19.1 that Project Co considers compliance with any comments of the Region Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the Region Representative's comments shall be without cost to the Region and without any extension of time.

SCHEDULE 10

REVIEW PROCEDURE

PART C – OPERATIONS TERM – OPERATIONS SERVICES

20. OPERATIONS SUBMITTALS

- 20.1 The provisions of Part C of this Schedule 10 shall apply to all items, submittals and documents required to be submitted, reviewed or otherwise processed by the Region pursuant to Schedule 15-4 – Operations Requirements of the Output Specifications and any and all items, documents and anything else required or specified by this Project Agreement, other than the Design Development Submittals, the Design Data, and the Maintenance and Rehabilitation Submittals to be submitted to, reviewed or otherwise processed by the Region in accordance with the Review Procedure in respect of the Project, after Substantial Completion, except in respect of the completion of Minor Deficiencies, including any and all subsequent revisions, amendments and changes thereto (collectively and individually, “**Operations Submittal**” or “**Operations Submittals**” as applicable in Part C of this Schedule 10).
- 20.2 Project Co shall allow a period of 10 Business Days (or such longer period as the Parties may agree) from the date of receipt for review of and response to each Operations Submittal.
- 20.3 Project Co shall, in scheduling Operations Submittals and in the performance of the Project Operations, allow adequate time prior to performing the Project Operations that are the subject of the Operations Submittals, for review of the Operations Submittals and for Project Co to make changes to Operations Submittals that may be required if comments are received on the Operations Submittals, such review and required changes to be in accordance with Part C of this Schedule 10.

21. GENERAL REQUIREMENTS FOR OPERATIONS SUBMITTALS

- 21.1 Unless otherwise specified by the Region Representative, Project Co shall issue 3 printed copies of all Operations Submittals to the Region, together with an electronic copy in a format agreed by the Parties acting reasonably.
- 21.2 Project Co shall compile and maintain a register of the date and contents of the submission of all Operations Submittals and the date of receipt and content of all returned Operations Submittals and comments thereon.
- 21.3 All Operations Submittals shall be in English.
- 21.4 All Operations Submittals required by this Project Agreement or by Applicable Law to be signed or sealed by persons with professional designations (including, where applicable, by registered professional engineers or architects) shall, where applicable, be so signed and sealed.
- 21.5 All Operations Submittals shall include copies of all documents to be reviewed and shall clearly identify the purpose of the Operations Submittal and Project Co’s proposed course of action relating to the Operations Submittal and the Project Operations that are the subject of the Operations Submittal.

- 21.6 All Operations Submittals shall, where applicable, refer to the relevant provisions of the Output Specifications and/or any other applicable Schedule to the Project Agreement.
- 21.7 All Operations Submittals shall be clearly identified as an Operations Submittal and shall be delivered with appropriate covering documentation, which shall include a list of all attached Operations Submittals and for each Operations Submittal:
- (a) the document number(s) or drawing number(s);
 - (b) revision numbers (if applicable);
 - (c) document or drawing title(s);
 - (d) name of entity that prepared the Operations Submittal;
 - (e) the Operations Submittal history showing date and delivery information and/or log number of all previous submissions of that Operations Submittal;
 - (f) identification of any previous Operations Submittal superseded by the current Operations Submittal; and
 - (g) the submittal checklist form completed and signed by the Project Co Representative.

22. COMMENTS

- 22.1 The Region Representative shall review and respond to each Operations Submittal in accordance with the time periods specified in Section 20.2 of this Schedule 10. The Region Representative shall return Operations Submittals to Project Co and assign one of the following 3 comments:
- (a) “REVIEWED”;
 - (b) “REVIEWED AS NOTED”; or
 - (c) “REJECTED”.
- 22.2 The comment “REVIEWED” will be assigned to those Operations Submittals that, in the opinion of the Region Representative, conform to the requirements of this Project Agreement. Project Co shall comply with and implement such Operations Submittals.
- 22.3 The comment “REVIEWED AS NOTED” will be assigned to those Operations Submittals that, in the opinion of the Region Representative, generally conform to the requirements of this Project Agreement, but in which immaterial deficiencies have been found by the Region Representative’s review. Project Co shall correct these Operations Submittals and provide a copy of the corrected Operations Submittals to the Region Representative. Project Co shall comply with and implement such Operations Submittals after correction, including in accordance with the comments. If at any time it is discovered that Project Co has not corrected the deficiencies on Operations Submittals stamped “REVIEWED AS NOTED”, then Project Co will be required to modify the Operations Submittals and Project Operations as required to ensure that the Project Operations comply with the Output Specifications and Project Co may be required, at the Region

Representative's discretion, to resubmit relevant Operations Submittals. In such circumstances the Region Representative shall act promptly in considering whether such deficiencies have been corrected. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.

- 22.4 The comment "REJECTED" will be assigned to those Operations Submittals that, in the opinion of the Region Representative, contain significant deficiencies or do not generally conform with the requirements of this Project Agreement, including this Schedule 10. Project Co shall correct and re-submit these Operations Submittals within 10 Business Days after the comment has been provided to Project Co, or such longer period as Project Co may reasonably require, and (unless the Operations Submittal is re-submitted within 5 Business Days) shall give the Region Representative not less than 5 Business Days' notice of when the Operations Submittals shall be resubmitted. The Region Representative will then review such re-submitted Operations Submittals and assign a comment to the corrected Operations Submittal. The Operations Submittals shall be corrected, revised and resubmitted as often as may be required to obtain a comment that permits Project Co to proceed. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 22.5 Where the Region Representative issues the comment "REVIEWED AS NOTED" or "REJECTED", the Region Representative shall provide reasons for the comment, referencing the particulars of the Section(s) of this Project Agreement that the Operations Submittal fails to satisfy, and, if requested by the Project Co Representative, the Region Representative shall meet with the Project Co Representative to discuss the reasons for the comment.
- 22.6 If, at any time after assigning any comment to an Operations Submittal, the Region Representative or Project Co discovers any significant deficiencies or any failure to conform to the requirements of this Project Agreement, the Region Representative may revise the comment assigned to any Operations Submittal. If the Parties agree or it is determined in accordance with Section 23 of this Schedule 10 that the revised comment is correct, Project Co shall make all such corrections to the Operations Submittals and the Project Operations. No extension of time will be given or additional compensation paid in respect of any such modification or re-submittal.
- 22.7 For the purpose of facilitating and expediting the review and correction of Operations Submittals, the Region Representative and the Project Co Representative shall meet as may be mutually agreed to discuss and review any outstanding Operations Submittals and any comments thereon.
- 22.8 Where a Operations Submittal is voluminous, the Region Representative at his or her discretion may elect to stamp only the cover page or first sheet of the Operations Submittal with the appropriate comment, if any, and return to Project Co 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 Project Co. Any pages returned without such an explanation as to their status shall be deemed to be "REVIEWED" by the Region.
- 22.9 In lieu of returning an Operations Submittal, the Region Representative may by letter notify Project Co of the comment assigned to the Operations Submittal and if such comment is "REVIEWED AS NOTED" or "REJECTED" the letter shall contain comments in sufficient detail for Project Co to identify the correction sought.

23. DISPUTES

- 23.1 If Project Co disputes any act of the Region or the Region Representative in respect of an Operations Submittal under this Part C, Project Co shall promptly notify the Region Representative of the details of such Dispute and shall submit the reasons why Project Co believes a different comment should be assigned, together with appropriate supporting documentation. The Region Representative shall review the Operations Submittal, the reasons and supporting documentation and within 5 Business Days after receipt thereof shall either confirm the original comment or notify Project Co of a revised comment.
- 23.2 If after such review by the Region Representative Project Co disputes the comment on an Operations Submittal, subject to Section 28.1 of this Schedule 10 Project Co may refer the matter for determination in accordance with Schedule 27 - Dispute Resolution Procedure.

24. EFFECT OF REVIEW

- 24.1 Any review and comment by the Region or the Region Representative of any Operations Submittals is for general conformity to the obligations and requirements of this Project Agreement, and any such review and comment shall not relieve Project Co of the risk and responsibility for the Project Operations and for meeting all of its obligations under and requirements of this Project Agreement, and shall not create any new or additional obligations or liabilities for the Region. Without limiting the generality of the foregoing any and all errors or omissions in Operations Submittals or of any review and comment shall not exclude or limit Project Co's obligations or liabilities under this Project Agreement in respect of matters related to the Operations Submittal or exclude or limit the Region's rights under this Project Agreement in respect of matters related to the Operations Submittal.

25. OPERATIONS SUBMITTAL EXPLANATION

- 25.1 At any time, the Region Representative may, acting reasonably, require Project Co or any Project Co Parties, including Project Co's consultants and any other relevant personnel, at no additional cost to the Region, to explain to the Region Representative and the Region's advisors the intent of Project Co's Operations Submittals, including as to its satisfaction of the Output Specifications.

26. REVISIONS

- 26.1 Project Co shall ensure that Operations Submittals keep the same, unique reference number throughout the review process, and that subsequent revisions of the same Operations Submittal are identified by a sequential revision number. Correspondence related to such Operations Submittal shall reference the reference number and revision number.
- 26.2 Re-submittals shall clearly show all revisions from the previous Operations Submittal. Bound documents, including reports and manuals, shall 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 shall be used (e.g. deletions struck out and additions underscored). Revised portions of drawings shall 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 shall be included on the drawing.

26.3 All revisions on print media shall be initialled by hand by the individual designer, design checker and, where applicable, by the drafter and the drafting checker and shall identify the persons who initialled the Operations Submittal. Electronic versions of the Operations Submittal shall identify the persons who initialled the revisions to the printed version of the Operations Submittal.

27. AUDIT BY THE REGION REPRESENTATIVE

27.1 Without limiting any other right under this Project Agreement, the Region Representative shall have the right to audit all Operations Submittals, including comparing all Operations Submittals to previous Operations Submittals.

27.2 If during an audit or at any other time it is discovered by the Region or Project Co that any Operations Submittals were not correctly implemented, Project Co shall at its sole cost immediately take all necessary steps to correct and modify the applicable Operations Submittals and the Project Operations to which they relate and shall advise the Region Representative of all such corrections and modifications.

28. VARIATIONS

28.1 If, having received comments from the Region Representative on any Operations Submittal, Project Co considers that compliance with those comments would amount to a Variation, Project Co shall, within 10 Business Days of receipt of and before complying with the comments, provide written notice to the Region of the same and, if it is agreed by the Parties, or is determined pursuant to Schedule 27 - Dispute Resolution Procedure, that a Variation would arise if the comments were complied with, the Region may at its election, either issue a Variation Enquiry and it shall be dealt with in accordance with Schedule 22 - Variation Procedure or amend its comment on the Operations Submittal. Any failure by Project Co to notify the Region in accordance with this Section 28.1 that Project Co considers compliance with any comments of the Region Representative would amount to a Variation shall constitute an irrevocable acceptance by Project Co that any compliance with the Region Representative's comments shall be without cost to the Region and without any extension of time.