

NEW PAYMENT AND INVOICING LANGUAGE CONSTRUCTION AGREEMENT

Effective Date: August 4, 2020

Excerpt of relevant provisions, as amended, from Appendix A – General Conditions
(Construction):

GC.5 CONTRACT PRICE AND PAYMENT

5.1 Breakdown of Contract Price

The Contractor will submit to Hydro's Representative, at least 14 days before the first application for payment, a schedule of values of the various parts of the Work based on the attached Appendix E – Schedule of Quantities and Prices, aggregating the total amount of the Contract Price and reasonably dividing it so as to facilitate evaluation of applications for payment during the performance of the Work. The schedule of values will be prepared in such form and supported by such evidence as to its correctness as Hydro's Representative may reasonably direct, and, when approved by Hydro's Representative, will be used as the basis for all applications from the Contractor for payment.

5.2 Direct Deposit Application Form

The Contractor will submit to Hydro's Representative, concurrently with the delivery of the Agreement, a completed Direct Deposit Application Form in the form provided by Hydro's Representative (the "**Deposit Application**"). The following will apply to the information contained on the Deposit Application:

- (a) BC Hydro will be entitled to rely on such information without further enquiry or investigation;
- (b) BC Hydro reserves the right (but not the obligation), in its sole discretion, to require the Contractor's Representative to provide evidence as to the accuracy of such information; and
- (c) the Contractor will, at no cost to BC Hydro, promptly provide such evidence to Hydro's Representative.

If, at any time, the Contractor requires to change any information contained on its completed Deposit Application, the Contractor's Representative must submit to Hydro's Representative a revised Deposit Application.

5.3 Application for Payment

The Contractor will make application for payment as follows:

- (a) Upon achieving a payment milestone if the Contract Documents define a milestone payment regime, or otherwise within ten days before the end of a month, the Contractor's Representative will submit to BC Hydro's contract administrator, for entry into BC Hydro's system as a service entry sheet ("**SES**") and approval, a payment request (the "**Payment Request**") with:
 - (i) details of the Work completed during the applicable payment period and the amount of the payment for which certification is sought; and

- (ii) the calculations of the amount claimed for the Work completed during that payment period.

If instructed by Hydro's Representative, Contractor will submit the Payment Request online, as an SES, in a manner directed by Hydro's Representative.

- (b) Contractor will submit with each Payment Request any supporting documentation, data and computations required by Hydro's Representative. Without limitation, Contractor will submit the following:
 - (i) all supporting documents as expressly required by the Contract Documents;
 - (ii) a copy of the updated Work Program and Schedule prepared in accordance with GC.**Error! Reference source not found.**;
 - (iii) copies of all Contractor reporting forms required by Appendix K – Indigenous Engagement, if any; and
 - (iv) any other documents required by Hydro's Representative, acting reasonably.

5.4 Materials on Site

Unless otherwise specifically agreed in writing by Hydro's Representative, the Contractor will not be entitled to apply for payment for material delivered to the Site but not yet incorporated into the Work.

5.5 Application for Payment Not a Waiver

The Contractor's application for payment under GC.5.3 will be without prejudice to the Contractor's rights to dispute under **Error! Reference source not found.**

5.6 Payment

- (a) On being satisfied that the Work identified in a Payment Request submitted under GC.5.3(a) has been performed in accordance with the requirements of the Contract and that the amount of the Payment Request is in accordance with the Contract, BC Hydro will certify the amount to be paid to Contractor and a written certification notice will be issued to Contractor, all subject to BC Hydro's withholding, retention (of holdback or otherwise) and set-off rights under the Contract, as applicable. Following the certification:
 - (i) if Contractor is enabled with Evaluated Receipt Settlement ("**ERS**"), then BC Hydro will pay Contractor the amount certified for payment 30 days after the date of the certification notice. Invoices will not be required or accepted;
 - (ii) if Contractor is not-enabled with ERS then, upon receipt of the certification notice, Contractor will login to Ariba and create an invoice in the amount certified for payment. Provided the invoiced amount is as certified, BC Hydro will pay Contractor the amount certified for payment 30 days after receipt of the invoice. Unless otherwise authorized by BC Hydro in writing (see below), Contractor will use Ariba to transact all orders and invoicing under the Contract. Contractor may contact the BC Hydro Accounts Payable team at AccountsPayable@bchydro.com or at 604-663-3572 for setup assistance, invoicing or payment inquiries. BC Hydro will pay

any transaction fees that Ariba charges for the transaction of orders or invoicing under the Contract.

Exception for Suppliers Unable to Use Ariba

By exception and written approval by Hydro's Representative only, if Contractor is unable to use Ariba then, upon receipt of the certification notice, instead of creating an invoice in Ariba as per GC.5.6(a)(ii) above, Contractor may submit an invoice to BC Hydro Accounts Payable team by email at AccountsPayable@bchydro.com, unless otherwise agreed by BC Hydro. BC Hydro will pay Contractor the amount of the invoice 30 days after receipt of the invoice by the BC Hydro Accounts Payable team.

All invoices must include the following information:

- (i) Contractor Name
 - (ii) Contractor Address
 - (iii) Addressee (BC Hydro Accounts Payable)
 - (iv) BC Hydro Outline Agreement (OA) # (if applicable)
 - (v) BC Hydro Order Number: PO # (Purchase Order #)
 - (vi) GST Registration Number
 - (vii) Invoice Number
 - (viii) Total Invoice Value with GST, and PST (where applicable) clearly identified
 - a. State any applicable holdback amount, and/or any other deduction amount, before invoice total
 - b. GST and PST to be invoiced on gross invoice value (inclusive of any holdback amount)
 - c. If applicable, include the corresponding OA/PO line item, quantity and unit price
 - (ix) Contact name and e-mail address
- (b) all amounts due and owing as determined in accordance with GC.**Error! Reference source not found.** will be paid:
- (i) if the Contract Price is in Canadian dollars and the Contractor has designated an account at a Canadian financial institution in its then current Deposit Application, by direct deposit using an Electronic Funds Transfer to that account; or
 - (ii) in any other case, either by wire transfer to the account the Contractor has designated in its then current Deposit Application or by cheque or bank draft, in BC Hydro's sole discretion.
- Any fees charged by the receiving or any intermediary institution(s) related to accepting or processing an Electronic Funds Transfer or a wire transfer will be the responsibility of the Contractor.

22.2 GST

GST will be identified as a separate line item on all invoices, and will be payable by BC Hydro to the Contractor as a separate item in addition to the Contract Price. GST will be calculated on gross invoice value (inclusive of any holdbacks).