

REQUEST FOR PROPOSAL

Title: CBBC Connect the Basin Fibre Construction
Control #: RFP2025-06-CBBC
Issue Date: September 18, 2024

Purpose of the Request for Proposal (RFP):

Columbia Basin Broadband Corporation (CBBC) is seeking Proposals from Proponents to provide project management and construction services to deploy fibre optic cable and microwave technology as described in this RFP.

BC Bid:

All subsequent information regarding this RFP, including changes made to this RFP and notices regarding Proponent information meetings, will be posted on the BC Bid website. [BC Bid Portal](#). **It is the sole responsibility of the Proponent to check for Addenda and other updates on the BC Bid Portal.**

Instructions for Proposal Delivery:

Closing Time: The Proposal must be received on or before the following date and time:

Date: November 20, 2024
Time: 12:00 p.m. PT/ 1:00 p.m. MT

Closing Location: The Proposal must be received at the following email address:

Email address: mjohnson@ourtrust.org

Faxed Proposals will not be accepted.

When submitting a Proposal by email:

- a) The email containing the Proposal will be deemed to have been received at the Closing Location at the date/time stamped/tagged by Columbia Basin Trust's (the Trust) email system;
- b) The Proponent assumes the entire risk that the email is received by the addressee and is complete, including the risk that the Trust's system will not properly receive the email and any email attachments before the Closing Time. The Trust's inability to receive an email or email attachment, for any reason, shall not constitute an exception to the mandatory requirement to submit Proposal by the Closing Time, and CBBC assumes no risk or responsibility that any email will be received; and
- c) Documents should be submitted as attachments. External links or compressed documents may not be reviewed.

1.	DEFINITIONS	4
2.	CBBC CONTACT PERSON	4
3.	PROPONENT INFORMATION MEETING	4
4.	BACKGROUND, OBJECTIVES AND DELIVERABLES	4
4.1	BACKGROUND	4
4.2	OBJECTIVES OF RFP.....	5
4.3	OUTSTANDING PERMITS AND APPROVALS.....	5
4.4	DELIVERABLES	5
5.	PROPOSAL DETAILS	5
5.1	FORMAT	5
5.2	CONTENT	5
6.	EVALUATION AND NEGOTIATION	6
6.1	EVALUATION COMMITTEE.....	6
6.2	MANDATORY CRITERIA	6
6.3	DESIRABLE CRITERIA	7
6.4	ADDITIONAL INFORMATION	7
6.5	INTERVIEWS	7
6.6	SELECTION AND NEGOTIATION	8
7.	GENERAL TERMS AND CONDITIONS.....	8
7.1	NO OBLIGATION TO PROCEED.....	8
7.2	ACCEPTANCE OF TERMS AND CONDITIONS	8
7.3	ADDENDA.....	8
7.4	LATE PROPOSALS.....	9
7.5	CHANGES TO PROPOSALS	9
7.6	COMPLETENESS OF PROPOSAL.....	9
7.7	CONFLICT OF INTEREST	9
7.8	PROPONENTS' EXPENSES	9
7.9	NO CLAIMS.....	9
7.10	CURRENCY AND TAXES	9
7.11	JOINT PROPOSALS AND SUBCONTRACTING	9
7.12	LIABILITY FOR ERRORS	10
7.13	OWNERSHIP OF PROPOSAL AND CONFIDENTIALITY	10
7.14	USE OF REQUEST FOR PROPOSAL	10
7.15	NO LOBBYING	10
7.16	PREVIOUS CBBC CONSULTANT PARTICIPATION.....	10
7.17	TRADE AGREEMENTS	11
	APPENDIX A DELIVERABLES	12
	APPENDIX B FEES AND EXPENSES	16

APPENDIX C	FILLABLE PRICING MATRIX	17
APPENDIX D	PROJECT DEVELOPMENT AGREEMENT	18
APPENDIX E	DESIGNS.....	82

1. Definitions

In this RFP, the following definitions apply:

- a) “**CBBC**” means Columbia Basin Broadband Corporation;
- b) “**Closing Location**” means the location or locations specified on page 1 of this RFP;
- c) “**Closing Time**” means the date and time specified on page 1 of this RFP on or before which the Proposal must be submitted to the Closing Location;
- d) “**Contact Person**” means the person named in Section 2 of this RFP;
- e) “**Deliverables**” means all work products to be provided by the Successful Proponent under the Project Development Agreement, as set out therein and as described in Appendix A (Deliverables);
- f) “**Construction Consultants**” has the meaning given in Section 7.16 of this RFP;
- g) “**Evaluation Committee**” has the meaning given in Section 6.1 of this RFP;
- h) “**Project Development Agreement**” means a written agreement resulting from this RFP executed by CBBC and the Successful Proponent, a draft copy of which is attached as Appendix D;
- i) “**Proponent**” means an entity that submits, or intends to submit, a Proposal in response to this RFP;
- j) “**Proposal**” means a proposal submitted in response to this RFP;
- i) “**RFP**” means this RFP 2025-06-CBBC including all appendices thereto;
- k) “**Successful Proponent**” means the Proponent selected pursuant to this RFP that enters into a written Project Development Agreement with CBBC;
- l) “**Trust**” means Columbia Basin Trust;
- m) “**Work**” has the meaning given in Appendix A Section 3; and
- n) “**Designs**” means the design documents specified in Appendix E (Designs).

2. CBBC Contact Person

All enquiries related to this RFP, including any requests for information and clarification, should be directed, in writing, to the following person by November 4, 2024. Information obtained from any other source is not official and may not be relied upon. Enquiries and any responses will be recorded and may be posted to BC Bid at CBBC’s option. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

Name:	Melissa Johnson
Email:	mjohnson@ourtrust.org

Proponents finding discrepancies or omissions in this RFP or having doubts as to the meaning or intent of any provision, must promptly notify the CBBC Contact Person. If CBBC determines that an amendment is required to this RFP, CBBC’s Contact Person will issue an addendum on BC Bid in accordance with Section 7.3 of this RFP.

3. Proponent Information Meeting

There is no information meeting for Proponents planned.

4. Background, Objectives and Deliverables

4.1 Background

CBBC is a wholly owned subsidiary of the Columbia Basin Trust. The Trust supports efforts by the people of the Columbia Basin to create a legacy of social, economic and environmental well-being and to achieve greater self-sufficiency for present and future generations.

Fibre optic connectivity is a key factor in the economic and social development in the region. The Trust's wholly owned subsidiary, CBBC, operates an open access network that connects communities and rural areas within the Columbia Basin.

The following link provides more information on CBBC's efforts and projects in broadband:
<https://ourtrust.org/our-work/high-speed-connectivity/>

4.2 Objectives of RFP

CBBC is seeking Proposals from Proponents to provide project management and construction services to deploy fibre optic cable and microwave technology as described in this RFP.

The CBBC Designs should be utilized by Proponents to prepare Proposals. Proponents may request access to CBBC's Designs in Appendix E (Designs) from the CBBC Contact Person by November 4, 2024 to inform their RFP response. Proponents must enter into a Non-Disclosure Agreement with CBBC by November 12, 2024, in the form provided by CBBC, to receive the additional information.

CBBC is open to Proponents providing pricing based the predominantly aerial construction methodology contained in the drawing set (Designs) or providing pricing using a combination of construction methodologies to achieve the objectives. CBBC is also open to Proponents submitting a Proposal for one or more zones as described in this RFP.

4.3 Outstanding Permits and Approvals

CBBC is in the process of acquiring the third party attachment and land-use permits and approvals for the Work. The Work cannot proceed until they are obtained. While CBBC is hopeful that the permits and approvals will be obtained in time to allow the Work to commence as stated in Appendix A, Section 3, this is not certain. If CBBC is delayed in, or prevented from, obtaining any of the permits and approvals, the Work may be postponed, and/or this RFP, or the resulting Project Development Agreement, may need to be terminated.

4.4 Deliverables

The Deliverables for the Work are set out in Appendix A.

5. Proposal Details

5.1 Format

The following format, sequence and instructions should be followed in Proposals:

- a) A maximum of 35 pages;
- b) All pages should be consecutively numbered; and
- c) Proposals should include:
 - the Proponent's contact name, address, phone number and email address;
 - a table of contents including page numbers;
 - a short summary of the key features of the Proposal; and
 - the body of the Proposal, including all aspects noted in Section 5.2.

5.2 Content

Proposals should include a detailed response to the following:

- a) Demonstrated understanding of the Work being sought under the RFP;
- b) Proposed methodology for providing the Work;

- c) A summary of previous direct construction experience and/or construction management experience, specifically related to the telecommunications industry, broadband networks and aerial and underground fibre deployment;
- d) Written confirmation of their capacity and commitment to assume the role of Prime Contractor responsibilities for the Work. This includes but is not limited to, the requirements set out in Section 118 of the *Workers Compensation Act* and Section 20.3 of the WorkSafeBC Occupational Health and Safety Regulation;
- e) Brief biographies of professional work experience for all key Proponent personnel and proposed subcontractors who could potentially perform work on this project;
- f) A list of three references with explicit permission to contact the same;
- g) Proposed construction schedule;
- h) Fees and expenses which should be entered in the Fillable Pricing Matrix; in the exact format as found in Appendix C:
 - The fees should include any labour, materials, and equipment, required to complete the project.
 - PST and GST amounts should be included as separate line items.
- i) A copy of on-site safety procedures and practices (health & safety manual excluded from maximum page count);
- j) A copy of WorkSafeBC Clearance Letter, WorkSafeBC Experience Rating Letter and a list of any fines, warnings, and stop work orders from WorkSafeBC and any regulatory bodies (or equivalent provincial or state safety authority documentation);
- k) As further described in Section 7.11, Proposals proposing to use one or more subcontractors should identify the name(s), proposed role(s), prior applicable work experience and an outline of key personnel experience of the proposed subcontractor(s); and
- l) Optional: Any comments or proposed changes to Appendix C (Pricing Matrix), Appendix D (Project Development Agreement) and Appendix E (Designs) including an explanation of why the change is requested and the impact on the Proponent's proposed fees and expenses if the proposed change(s) is/are not accepted.

6. Evaluation and Negotiation

6.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an Evaluation Committee formed by CBBC, which may consist of one or more persons. The Evaluation Committee may consult with others including CBBC staff members, third-party consultants and references, as the Evaluation Committee may in its discretion decide is required.

6.2 Mandatory Criteria

CBBC will review Proposals on a preliminary basis to determine whether they comply with the following mandatory criteria. Proposals that fail to meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Criteria
a) The Proposal must be received at a Closing Location on or before the Closing Time.
b) The Proposal must be in English.

6.3 Desirable Criteria

The Evaluation Committee will evaluate Proposals meeting all the mandatory criteria against the following desirable criteria to determine the Proposal(s) that is (are) most advantageous to CBBC.

Criteria	Weightings
a) Demonstrated understanding of the Work being sought under the RFP.	Overall Methodology & Capability (a-d) 50%
b) Proposed methodology for providing the Work.	
c) Qualifications and experience of the Proponent and their subcontractors, including capacity and commitment to assume the role of Prime Contractor responsibilities for the Work and experience related to the telecommunications industry, broadband networks, aerial and underground fibre deployment. Proponents should include a brief biography of professional work experience for all key personnel who could potentially perform work on this project.	
d) Satisfactory review of three references with explicit permission to contact the same.	
e) Proponent's proposed construction schedule including a listing of key assumptions to support proposed schedule, based on the tentative dates provided in Appendix A, 2)a.	Fees, Expenses & Value (e-i) 50%
f) Project cost as outlined in the format found in Appendix B and C. The fees should include any labour, materials, and equipment required to complete the project, unless otherwise identified by CBBC. PST and GST amounts should be included as separate line items.	
g) A copy of on-site safety procedures and practices, including on-site environmental procedures and practices, safety certificates and any memberships in safety organizations.	
h) Satisfactory review of the WorkSafeBC Clearance Letter, WorkSafeBC Experience Rating Letter and a list of any fines, warnings, and stop work orders from WorkSafeBC and any regulatory bodies (or equivalent provincial or state safety authority documentation).	
i) Any proposed changes to Appendix C (Pricing Matrix), Appendix D (Project Development Agreement) and Appendix E (Designs).	

The Evaluation Committee may apply the criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.

6.4 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

6.5 Interviews

The Evaluation Committee may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Committee to provide clarifications of their Proposals. In such event, the

Evaluation Committee will be entitled to consider the answers received in evaluating Proposals.

6.6 Selection and Negotiation

CBBC may, in its discretion:

- a) select one preferred Proponent and enter into negotiations with that Proponent to finalize a Project Development Agreement;
- b) divide up the services and deliverables into more than one Project Development Agreement (based on service requirements or other factors according to CBBC's judgment of its best interest), and select more than one preferred Proponent to enter into negotiations to finalize a Project Development Agreement (each such Project Development Agreement to be based, respectively, on the services or deliverables selected by CBBC to be included in the applicable Project Development Agreement and the relevant Proponent's Proposal);
- c) reject any Proposal for any reason, including but not limited to a Proposal that is materially incomplete or irregular, contains false or misleading statements, claims or information, includes unbalanced pricing or contains any financial or commercial terms that are unacceptable to CBBC; or
- d) decline to select a Proponent.

By submitting a Proposal, each Proponent agrees that if CBBC selects the Proponent as a preferred Proponent, the Proponent will enter into negotiations with CBBC to finalize a Project Development Agreement substantially on the terms set out in Appendix D (Project Development Agreement).

If, at any time, CBBC reasonably forms the opinion that a mutually acceptable Project Development Agreement will not be finalized within 45 days of notification of selection of a preferred Proponent, CBBC may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Project Development Agreement with another Proponent; or choose to terminate the RFP process and, if CBBC elects, proceed with the project in some other manner.

7. General Terms and Conditions

7.1 No Obligation to Proceed

This RFP is not a tender or an agreement to purchase goods or services. CBBC is not bound to select a preferred Proponent or to enter into a Project Development Agreement with the Proponent who submits the lowest-priced Proposal or with any Proponent, and CBBC reserves the complete right to at any time reject all Proposals and to terminate this RFP process.

7.2 Acceptance of Terms and Conditions

The submission of a Proposal indicates acceptance of all the terms and conditions set out in this RFP, including those included in any addenda issued by CBBC. By submitting a Proposal, the Proponent represents that it has carefully read and examined the RFP in its entirety and has conducted such other investigations as were prudent and reasonable in preparing its Proposal. The Proponent agrees to be bound by the statements and representations made in its Proposal.

7.3 Addenda

CBBC reserves the right to modify the terms of this RFP at any time at its sole discretion. If CBBC determines that an amendment is required to this RFP, CBBC's Contact Person will

issue a written addendum that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is contained in a formal written addendum issued by CBBC's Contact Person.

7.4 Late Proposals

It is the sole responsibility of the Proponent to ensure its Proposal is received at the Closing Location before the Closing Time. Proposals received after the Closing Time will not be accepted. In the event of a dispute, the receipt time as stamped/tagged by the Trust's email system shall prevail.

7.5 Changes to Proposals

An amendment to a Proposal will be considered only if the amendment is received in writing at the Closing Location before the Closing Time.

7.6 Completeness of Proposal

By submitting a Proposal, the Proponent represents that all components required to complete the Work have been identified in the Proponent's Proposal or will be provided by the Successful Proponent as part of the proposed cost or fee and at no further charge to CBBC.

7.7 Conflict of Interest

CBBC will not be obligated to evaluate any Proposal from a Proponent whose current or past interests may, in CBBC's opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with CBBC's Contact Person prior to submitting a Proposal.

7.8 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with CBBC or its representatives and consultants, relating to or arising from this RFP.

7.9 No Claims

By submitting a Proposal, each Proponent:

- a) agrees that all Board members, employees, representatives, agents, consultants and advisors of CBBC and the Trust will not under any circumstance be liable for any claims, whether for costs, expenses, losses (including loss of anticipated profits), damages or liabilities that are or may be incurred or suffered by any Proponent arising from or in any way connected to this RFP, including if CBBC accepts a materially non-compliant Proposal or otherwise breaches any express or implied term of the RFP; and
- b) waives any and all claims against all Board members, employees, representatives, consultants and advisors of CBBC and the Trust.

7.10 Currency and Taxes

Prices quoted in Proposals should be quoted in Canadian dollars with the GST and/or PST listed as separate line item(s).

7.11 Joint Proposals and Subcontracting

- a) Two or more entities may work together to submit one Proposal. Entities submitting a joint Proposal, so long as the Proposal identifies the lead entity that will be the Proponent and

that will have the sole responsibility to deliver the services under the contract. The entities should describe in their Proposal the proposed allocation of responsibilities between the entities. CBBC will enter into a contract with the Proponent only.

- b) Proponents may propose to use subcontractors. Proposals proposing to use one or more subcontractors should identify the name(s) and proposed role(s) of the proposed subcontractor(s).
- c) Subcontracting to or joint venturing with any firm or individual whose current or past interests may, in CBBC's opinion, give rise to a conflict of interest in connection with the project or program described in this RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with CBBC's Contact Person prior to submitting a Proposal.

7.12 Liability for Errors

While CBBC has attempted to ensure the information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by CBBC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP and CBBC accepts no responsibility for any errors or omissions in the information contained in this RFP.

7.13 Ownership of Proposal and Confidentiality

All Proposals submitted to CBBC become the property of CBBC and are held in confidence. Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, Proposals received may be made publicly available, except information relating to unit pricing, confidential third-party business information, and employment history of contractors/employees. If CBBC selects a preferred Proponent and enters into a Project Development Agreement, CBBC may publicize a notice of Project Development Agreement award, including a brief description of the agreement and the name of the Successful Proponent.

7.14 Use of Request for Proposal

Any portion of this document, or any information supplied by CBBC in relation to this RFP, may not be used or disclosed for any purpose, other than for the submission of the Proposal. Without limiting the generality of the foregoing, by submitting a Proposal, the Proponent agrees to hold in confidence all information supplied by CBBC in relation to this RFP.

7.15 No Lobbying

Proponents will not attempt to communicate directly or indirectly with any employee or representative of CBBC, including any member of the Evaluation Committee or any Board members of CBBC, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by CBBC. CBBC may reject a Proposal from any Proponent that fails to comply with this provision.

7.16 Previous CBBC Consultant Participation

In the past CBBC retained consultant(s) (the Construction Consultants) to provide similar services as described in this RFP. By nature of the above work, the Construction Consultants may have knowledge of the Work that other potential Proponents do not.

CBBC is not excluding the Construction Consultants from submitting a Proposal in response to this RFP. By submitting a Proposal, each Proponent will be deemed to agree that they do not object to the Construction Consultant's participation in this RFP and that they will not make any claim against CBBC related to participation in this RFP by the Construction Consultants in accordance with the terms of this RFP.

7.17 Trade Agreements

This RFP is covered by trade agreements between the Corporation and other jurisdictions, including the following:

- a) New West Partnership Trade Agreement;
- b) Canadian Free Trade Agreement; and
- c) Comprehensive Economic and Trade Agreement (Canada – EU)

For more information, Proponents may contact the Trust's Contact Person.

Appendix A Deliverables

1) The Successful Proponent will ensure:

- a) the Work is completed pursuant to this RFP and associated appendices;
- b) all Work performed complies with the appropriate standards and codes including but not limited to local government, provincial and federal requirements; and
- c) they have assumed responsibilities of a “Prime Contractor”, and provide all supervision, technical expertise, field labour, equipment, tools, consumables, safety and environmental programs, and orientation along with all associated administration for the completion of the Work.

2) Proponents understand the following:

- a) CBBC is currently in the permitting stage of the Zones described below. Proponents should assume Work will proceed as soon as February 2025 and should be completed by the dates below:
 - Zone 1 – November 2025
 - Zone 2 – November 2025
 - Zone 3 – March 2026
 - Zone 4 – November 2025
 - Zone 5 – August 2025
- b) Actual start dates may be dependent on weather and permitting authorities.
- c) CBBC is waiting for make-ready costs which, when received, will be reviewed by CBBC and accepted or rejected (for budgetary reasons). If rejected, CBBC may propose another solution to achieve the objectives of the RFP.
- d) Make-ready work must be completed before associated construction can commence. CBBC will update the Successful Proponent as CBBC receives updates for make-ready progress but CBBC has no control over construction scheduling. Make-ready work relates to all work in preparing, repairing or upgrading infrastructure prior to cable placement.
- e) If cable is to be lashed on third party-owned infrastructure, the infrastructure owner will dictate the responsible party to perform placement.
- f) The Project Development Agreement may be cancelled at CBBC’s sole discretion if the required permit applications are not approved, or make-ready costs are not commercially viable.
- g) A site visit is not scheduled. Proponents are responsible to familiarize themselves with the locations which have been provided in Appendix E (Designs). If Proponents plan to physically view the sites, please do not access private properties.
- h) It is the Proponent's responsibility to be familiar with, and allow for, all site conditions including the location of the Work, local conditions, subsurface and topographical soil conditions, weather, access to the work site, all other site conditions which might affect the Work or the Proposal. In certain locations there are, or may be, existing structures and services and the Proposal price will be deemed to include the cost of working with these structures and services in place. There may be other contractors working on the site during this RFP process. It is the Successful Proponent’s responsibility to ensure such contractors do not enter any active work site or impact construction-in-progress.
- i) The submission of a Proposal by the Proponent shall be deemed to be an acknowledgment that the Proponent has relied, and is relying, on its own examination of the work site, access to the work site, and all other matters related to the completion of the Work.

- j) Any brushing requirements outside of those conducted by infrastructure owners (including but not limited to TELUS, BC Hydro and Fortis) as part of their make-ready work are the responsibility of the Successful Proponent.
- k) Every Proponent, by submitting a Proposal, will be deemed to have complied with these requirements. CBBC will not grant, and the Proponent will not be entitled to, any additional payments or extensions of time due to site conditions, which were, or would have been, reasonably foreseeable upon a proper inspection of the work site by the Proponent.

3) Project Management, Construction Services and associated responsibilities (collectively, the Work) include, but are not limited to:

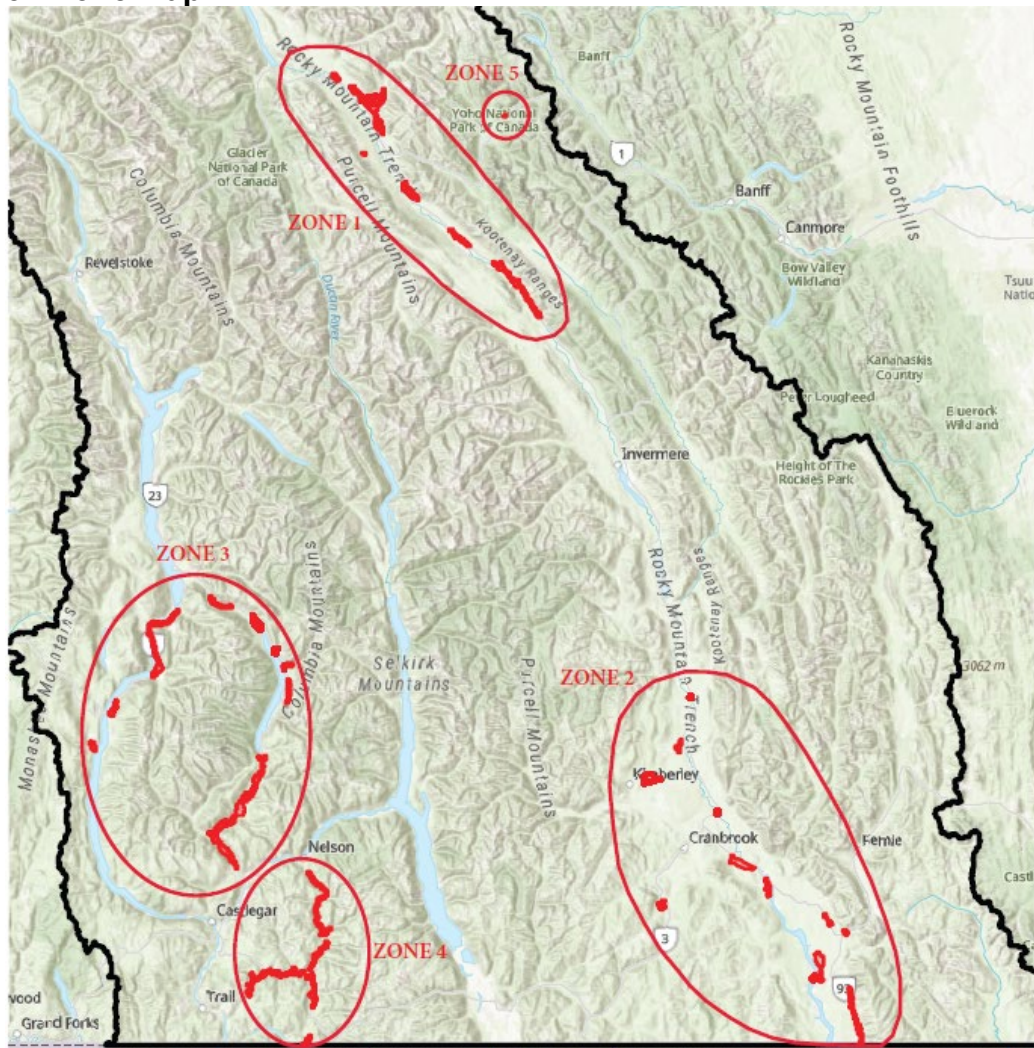
- a) Working directly with contractors engaged by CBBC on various project components including:
 - i) providing or receiving direction or support on various project components from such contractors as appropriate; and,
 - ii) identifying any risks and opportunities to CBBC regarding the project and provide strategies to address them.
- b) Ensuring CBBC's obligations for all project associated permits/agreements are met. Permits/agreements may include but may not be limited to:
 - i) TELUS third party attachment permit;
 - ii) Ministry of Transportations and Infrastructure right-of-way permit;
 - iii) Ministry of Forests permits;
 - iv) Ministry of Water, Land and Resource Stewardship permits;
 - v) Railway company agreements;
 - vi) Applicable local government permits; and
 - vii) Private Property right-of-way permits.
- c) Constructing a fibre optic and microwave network (Network) following the route(s) and installation methods as depicted in Appendix E, and the supply of all required materials to achieve the same.
- d) Assessing, coordinating, managing, making necessary applications for and assuming full financial responsibility for all applicable aspects of traffic control management. This includes but is not limited to traffic management plans, lane closures, flagging personnel, signage, paid duty officers, etc.
- e) Splicing and testing of the completed Network. See Appendix E for the fibre optic splicing architecture diagrams and Schedule D of the Project Development Agreement for Acceptance Testing requirements.
- f) Directing and coordinating all safety-related activities from site orientation to safety committee meetings and incident review, including but not limited to:
 - i) ensuring all safety process, documents and procedures will adhere to the BC Construction Safety Alliance best practices as outlined in their Certificate of Recognition (COR) program (or equivalent);
 - ii) identifying, addressing, and correcting hazards;
 - iii) developing, implementing, and maintaining an emergency response plan;
 - iv) appropriately maintaining records including meeting minutes, system review, incident investigations, first aid records, and orientation and training (in a manner consistent with COR program, or equivalent, requirements);
 - v) identifying and setting safety expectations for all onsite project stakeholders; and
 - vi) supply of any required safety equipment which may include, but is not limited to; personal protective equipment, first aid equipment, harnesses, and attachment lines.
- g) Ensuring all project activities follow industry environmental best practices and/or any additional requirements outlined by CBBC or found within CBBC permit documents.

- h) Providing stakeholder communication throughout the project including but are not limited to, CBBC, CBBC subcontractors, landowners and permitting/regulatory authorities.
- i) Providing schedule briefs to CBBC on a semi-monthly basis or as requested, and provide timely updates on variances or issues as they may arise.
- j) As required, providing timely change order estimates for review and approval by CBBC following the process outlined in Schedule K of the Project Development Agreement.
- k) Performing any deficiency corrections identified by CBBC, TELUS and/or other permit authorities.
- l) Completing and submitting as-built records within 10 business days of project close, including, but not limited to:
 - i) as-deployed GPS coordinates of entire route capturing poles, vaults, conduit and cable location (CBBC will supply data dictionary for GIS capture);
 - ii) drawing mark ups depicting any agreed upon field changes; and
 - iii) project photographs of before, during and after fibre optic cable construction, building entrances, patch panels, splice cases, etc., as applicable.

4) Quality Requirements, Inspections, and Acceptance

- a) The Successful Proponent must perform testing and commissioning according to the Acceptance Testing requirements (Schedule D of the Project Development Agreement) and the Quality Control Checklist (Schedule H of the Project Development Agreement), and Section 9 of the Project Development Agreement. The Successful Proponent's testing and commissioning work will be reviewed by CBBC or a designate of CBBC. All commissioning documents should be duly signed and dated by the Successful Proponent, CBBC or a designate of CBBC. Any deficiencies must be corrected before project acceptance by CBBC.
- b) The Successful Proponent must always comply with the design and specifications provided. Should any inconsistency or query arise during construction, CBBC must be consulted and will provide a response or solution to the construction issues.
- c) The Successful Proponent must not alter design without prior written approval and consent of CBBC. Consultation with CBBC is required on any modification of the design.
- d) The Successful Proponent must place revision mark-ups on as-built drawings (including GPS information) and the as-built drawings should be returned to CBBC within 10 business days of achieving construction and commissioning completion. The mark-ups colours are in red for additions and green for deletions. The Successful Proponent must verify and confirm that one (1) set of hard-copy commissioning documents and Acceptance Testing documents are available upon project completion.
- e) CBBC reserves the right to adjust the specifications in Appendix E at any time up to and including the point of construction. Should any monetary changes result from adjusting Appendix E, CBBC's Change Order Procedure will be followed as outlined in the Project Development Agreement in Section 8.
- f) The Successful Proponent must be accountable for supervision of their own personnel, labour, materials and quality of work and safety of the project following all required health and safety as well as environmental practices and regulations in British Columbia.
- g) CBBC or a designate of CBBC, may inspect the Successful Proponent's work from time to time, with or without notice. CBBC may not designate full time personnel for this task.
- h) Project acceptance will only occur once the project has been reviewed in its entirety by CBBC.

5. Zone Map



Appendix B Fees and Expenses

Each Proponent should complete and submit Appendix C (Fillable Pricing Matrix) based on the Designs provided upon request. Proponent may also provide alternative approaches to the Work and should provide an additional completed Appendix C for each proposed methodology.

Each Proponent should include pricing for placement of drops to homes (material and labour) as a separate cost that may or may not be included in the award and the Project Development Agreement at CBBC's sole discretion.

The Work is in the early stages of permitting; therefore, the Designs may change. Should the Designs substantially change, due to permitting, make-ready requirements, or other factors, CBBC and the Successful Proponent will negotiate a new fee that reflects those changes. Should the Designs not change substantially, the Successful Proponent will be expected to honour the fee provided.

Appendix C Fillable Pricing Matrix

Fillable Pricing Matrix				
Zone 1	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 2	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 3	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 4	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 5	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -

Appendix D Project Development Agreement

COLUMBIA BASIN BROADBAND CORPORATION PROJECT DEVELOPMENT AGREEMENT

Table of Contents

1.	INTERPRETATION	24
1.1.	Definitions.....	24
1.2.	Interpretation	28
1.3.	Conflict.....	29
1.4.	Schedules	29
2.	CONTRACTOR'S REPRESENTATIONS AND WARRANTIES; ADHERENCE TO APPLICABLE LAWS; PERFORMANCE.....	30
2.1.	Contractor's Representations and Warranties	30
2.2.	Third Party Prime Contractor Workplaces.....	31
2.3.	Applicable Laws	31
2.4.	Performance	31
3.	SELECTION OF NEW SEGMENTS	31
4.	SCOPE OF WORK	32
5.	CONSTRUCTION OF NEW SEGMENTS	32
5.1.	CBBC's Specifications and CBBC's Designs	32
5.2.	Construction	32
5.3.	Liens.....	32
5.4.	Lien Indemnity	33
6.	COVENANTS	33
6.1.	Contractor's Covenants	33
6.2.	Contractor's Use of Subcontractors	35
6.3.	CBBC's Covenants.....	35
7.	FEES, INVOICING AND PAYMENT	36
7.1.	Fees	36
7.2.	Invoicing.....	36
7.3.	Payment	37
7.4.	Holdbacks and Set Off	37
8.	CHANGES.....	37
8.1.	Contractor's Changes to CBBC's Designs	37
8.2.	Change Orders.....	38
8.3.	Implementation of Change.....	39
8.4.	Materials and Supplies.....	39
9.	SUBSTANTIAL PERFORMANCE OF THE WORK AND CERTIFICATE OF COMPLETION	39
9.1.	Acceptance Testing.....	39
9.2.	CBBC's Testing	39
9.3.	Application for Certificate of Substantial Performance	40
9.4.	CBBC's Inspection for Substantial Performance of the Work.....	40

9.5.	Waiver Upon Application for Substantial Performance of the Work	40
9.6.	Contractor's Application for Certificate of Completion	40
9.7.	Waiver Upon Application for Certificate of Completion.....	41
10.	INSPECTIONS AND WARRANTIES	41
10.1.	Inspections	41
10.2.	Warranties.....	41
11.	RECORD KEEPING AND REPORTING REQUIREMENTS	42
12.	TIMETABLE	43
12.1.	Substantial Performance Deadline.....	43
12.2.	Extension of Substantial Performance Deadline.....	43
12.3.	Timetable.....	43
12.4.	Compliance with Timetable.....	43
12.5.	Delay.....	44
12.6.	Unavoidable Delay.....	44
12.7.	Notification of Unavoidable Delay	44
12.8.	Dates Automatically Extended	45
13.	CONFIDENTIALITY AND PERSONAL INFORMATION.....	45
13.1.	Confidentiality Obligations	45
13.2.	Exceptions	45
13.3.	Equitable Relief.....	46
13.4.	Vicarious Liability	46
13.5.	Additional Requirements for CBBC Confidential Information.....	46
13.6.	Privacy Protection	47
14.	INTELLECTUAL PROPERTY	47
15.	NON-SOLICITATION.....	47
16.	CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITY	47
16.1.	Environmental Responsibility	47
16.2.	Environmental Indemnity.....	48
17.	INSURANCE	48
17.1.	Commercial General Liability Insurance.....	48
17.2.	Property All Risk Insurance	48
17.3.	Errors and Omissions Insurance.....	49
17.4.	Third Party Automobile Insurance	49
17.5.	Performance Bond and Labour and Material Payment Bond	49
18.	CBBC OCCUPATIONAL HEALTH AND SAFETY POLICY, WCA, PROFESSIONAL CONDUCT	50
18.1.	Health and Safety Program	50
18.2.	WCA.....	50
18.3.	Compliance with Schedule F (Health and Safety)	50

18.4.	Professional Conduct.....	50
19.	TERM AND TERMINATION OF CONTRACT	50
19.1.	Contractor Event of Default	50
19.2.	CBBC Event of Default	51
19.3.	Termination for Event of Default	51
19.4.	Termination for Convenience by CBBC	52
19.5.	Consequences of Termination	52
20.	INDEMNITY	52
21.	LIMITATION OF LIABILITY.....	52
21.1.	No Consequential Damages	52
21.2.	Contractor's Liability.....	52
21.3.	Maximum Liability Cap.....	53
22.	DISPUTE RESOLUTION	53
22.1.	Dispute Notice	53
22.2.	Negotiations.....	53
22.3.	Mediation.....	53
22.4.	Arbitration	54
22.5.	Emergency Court Access	55
22.6.	Timeliness of Dispute Resolution	55
22.7.	Performance of Agreement During Dispute Process.....	55
22.8.	Payment of Undisputed Amounts	55
23.	NOTICES, PROJECT MANAGEMENT AND DUTY TO NOTIFY.....	55
23.1.	Notices	55
23.2.	Project Managers.....	56
24.	GENERAL	56
24.1.	Public Communications	56
24.2.	Survival	56
24.3.	Waiver; Consent	56
24.4.	Assignment.....	56
24.5.	Enurement.....	57
24.6.	Severability	57
24.7.	Time.....	57
24.8.	Governing Law.....	57
24.9.	Further Assurances.....	57
24.10.	Remedies are Cumulative	57
24.11.	Independent Contractors	57
24.12.	Entire Agreement; Amendment	58
24.13.	Binding Agreement.....	58
24.14.	Counterparts	58

24.15. General Duty to Mitigate 58

SCHEDULE A - CBBC’S SPECIFICATIONS..... 60

SCHEDULE B – FEES AND TIMETABLE 63

SCHEDULE C - CBBC’S DESIGN 64

SCHEDULE D - ACCEPTANCE TESTING 65

SCHEDULE E - ENVIRONMENTAL REQUIREMENTS 66

SCHEDULE F - HEALTH AND SAFETY..... 68

SCHEDULE G - SUBCONTRACTORS 71

SCHEDULE H - QUALITY CONTROL CHECKLIST & OTDR SUMMARY FORM..... 72

SCHEDULE I - PRIVACY PROTECTION..... 76

SCHEDULE J - REPORTING.....80

SCHEDULE K – PROJECT CHANGE ORDER REQUEST TEMPLATE.....81

THIS PROJECT DEVELOPMENT AGREEMENT (“Agreement”) is made effective as of **[DAY]** of **[MONTH]** of **[YEAR]** (“Effective Date”).

BETWEEN:

COLUMBIA BASIN BROADBAND CORPORATION, a corporation incorporated under the laws of British Columbia, having its registered address at Suite 300, 445 13 Avenue, Castlegar, British Columbia, V1N 1G1.

(“CBBC”)

AND:

[CONTRACTOR LEGAL NAME], a corporation incorporated under the laws of **[JURISDICTION]**, having its registered address at **[ADDRESS]**

(“Contractor”)

WHEREAS:

- A. CBBC issued a Request for Proposal RFP2025-06-CBBC Connect The Basin Fibre Construction (“RFP”) for the Construction (as defined below) of a fibre-optic and microwave telecommunications network (“**Network**”);
- B. Contractor responded to the RFP with a proposal dated **[DAY]** **[MONTH]**, **[YEAR]**, that included Contractor’s proposal for the provision of the fibre build and related services required to build and test the Network in addition to responses to the specific questions included in the RFP;
- C. CBBC advised Contractor by correspondence dated **[DAY]** **[MONTH]**, **[YEAR]** that it was the Contractor under the RFP;
- D. Contractor will perform the Work (as defined below), which includes the Construction (as defined below) of the New Segments of the Network, within the timeframes, and according to all of the other terms and conditions, provided in this Agreement; and
- E. CBBC and Contractor wish to enter into this Agreement, which sets out the terms and conditions upon which Contractor shall perform the Work.

NOW AND THEREFORE in consideration of the mutual covenants, promises and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. INTERPRETATION

1.1. Definitions

Capitalized terms used in this Agreement have the meanings assigned to them below:

“Acceptance Date” means the date when CBBC issues a Certificate of Completion with respect to a New Segment and all related work in accordance with Section 9.4;

“Acceptance Testing” has the meaning ascribed to it in Section 9.1;

“Affiliate” has the meaning ascribed to it in the *Business Corporations Act*, S.B.C. 2002, c. 57;

“Agreement” means this Project Development Agreement, including all Schedules;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in the province of British Columbia;

“CBBC Affiliate” means any Affiliate of Columbia Basin Trust, and includes Columbia Basin Trust;

“CBBC Delay Event” has the meaning ascribed to it in Section 12.5;

“CBBC Event of Default” has the meaning ascribed to it in Section 19.2;

“CBBC Indemnified Person” means:

- (a) any contractor or subcontractor (of any tier) of CBBC or any Affiliate of CBBC;
- (b) any representative, agent or advisor (including legal and financial advisors) of CBBC or any Affiliate of CBBC or any person referenced in (a) above, in each case acting in such capacity; and
- (c) any director, officer or employee of CBBC or any Affiliate of CBBC or of any person referred to in (a) or (b) above, in each case acting in such capacity.

“CBBC Party” means any of CBBC and its Affiliates and its or their respective agents, contractors and subcontractors of any tier and its or their directors, officers and employees, and other persons engaged by any of the foregoing in respect of CBBC’s performance under this Agreement, but excluding Contractor and any Contractor Party, and the **“CBBC Parties”** shall be construed accordingly;

“CBBC Lands” means any lands owned by CBBC or CBBC Affiliates over, on, or through which the Network, inclusive of all New Segments, once constructed in accordance with this Agreement, will pass;

“CBBC’s Design” means the design for a corresponding New Segment as specified by CBBC in advance of Construction of the New Segment, all as described in Schedule C (CBBC’s Design);

“CBBC’s Specifications” means the specifications for a New Segment as specified by CBBC in advance of Construction of the New Segment, all as described in Schedule A (CBBC’s Specifications);

“Certificate of Completion” has the meaning ascribed to it in the *Builders Lien Act*, S.B.C. 1997, c.45;

“Change” means a change, addition, deletion, alteration substitution or otherwise to the Work;

“Change Order” means a certificate executed by CBBC and Contractor describing and authorizing a Change, the value or method of valuation of the Change, the payment terms (including any adjustment to the Fees) in respect of the Change, the scope of Work or services to be provided by Contractor, any other terms and conditions agreed between the Parties pertaining to the Change and any adjustment, if any, to the Timetable;

“Claim of Lien” has the meaning ascribed to it in the *Builders Lien Act*, S.B.C. 1997, c.45;

“Confidential Information” means all non-public confidential and proprietary information which is supplied by or on behalf of a Party to the other Party to the Agreement, whether before or after the Effective Date;

“Construction” means everything required to undertake and complete the construction of the Network, inclusive of all New Segments;

“Contractor Event of Default” has the meaning ascribed to it in Section 19.1;

“Contractor Party” means:

- (a) Contractor;
- (b) Any person or Subcontractor engaged by Contractor from time to time as may be permitted by the Agreement to procure or manage the provision of Work (or any of them); and/or,
- (c) In respect of each of the above, their subcontractors of any tier, agents, employees, officers and directors,

and **“Contractor Parties”** shall be construed accordingly;

“Dispute” has the meaning set out in Section 22.1;

“Dispute Notice” has the meaning set out in Section 22.1;

“Dispute Resolution Procedure” has the meaning set out in Section 22.1;

“Effective Date” has the meaning ascribed to it on the first page of the Agreement;

“Enactment” means a law (including the common law), statute, regulation, treaty, judgment and decree, official proclamation, directive, by-law, rule, consent, approval, authorization, guideline, order or policy of any Governmental Authority having the force of law;

“Encumbrance” means any charge, mortgage, lien, pledge, judgment, execution, security interest, restriction, claim or encumbrance of any nature whatsoever;

“Event of Default” means each of a Contractor Event of Default or a CBBC Event of Default, as the case may be;

“Fees” means fees payable by CBBC in connection with the completion of the Work as set out in Schedule B (Fees and Timetable);

“Fibre Termination Point” means the location at which a fibre optic strand ends. Examples include fibre patch panels, network access points, multi-port terminals and any other fibre termination equipment;

“Fortis” means FortisBC Inc. and includes any Affiliate thereof;

“Good Industry Practice” means using general standards of good commercial practice and professionalism as understood in British Columbia, and exercising the degree of skill and care, diligence, prudence and foresight which would reasonable and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

“Government Authority” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over CBBC and/or Contractor as applicable, any aspect of the performance of the Agreement or the operation of the Network, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction;

“GST” means goods and services tax levied pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15;

“Holdback” means the holdback that CBBC must retain from the applicable payments of Fees pursuant to section 4 of the *Builders Lien Act*, S.B.C. 1997, c.45, and this Agreement;

“Holdback Lien” means a claim asserted in respect of a Holdback pursuant to section 4(9) of the *Builders Lien Act*, S.B.C. 1997, c.45;

“Initiating Party” has the meaning ascribed to it in Section 22.4;

“Intellectual Property” means inventions, developments, processes, procedures, methods, workflows, designs, improvements, documentation, software, firmware, documentation, applications and discoveries of whatever nature, patentable or not;

“Laws” means all Enactments as amended, revised and/or replaced from time to time;

“Lien” means all claims, security interests or Encumbrances of any nature, including any Claim of Lien or Holdback Lien, arising from or in respect of any Work;

“Main Body” has the meaning ascribed to it in Section 1.3;

“Network Assets” means any portion of the Network, inclusive of all New Segments and any materials purchased by Contractor to build such portions of the Network;

“Network” has the meaning ascribed to it in the Recitals;

“New Segment” means any fibre optic segment that CBBC has directed Contractor to complete under this Agreement, generally considered Point of Presence (POP) to fibre termination point;

“Notice of Intention to Arbitrate” has the meaning ascribed to it in Section 22.4;

“Notice to Proceed” has the meaning ascribed to it in Section 3;

“OHSR” means the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97;

“Payment Certifier” means CBBC’s Project Manager acting for the purposes of certifying payments to Contractor under the Agreement and for the purposes of issuing a Certificate of Completion pursuant to the *Builders Lien Act*, S.B.C. 1997, c.45;

“Prime Contractor” has the meaning ascribed to it in the WCA;

“Project Manager” has the meaning ascribed to it in Section 23.2;

“PST” means provincial sales tax levied pursuant to the *Provincial Sales Tax Act*, S.B.C. 2012, c.35;

“Recital” means a recital to this Agreement;

“Responding Party” has the meaning ascribed to it in Section 22.4;

“RFP” has the meaning ascribed to it in the Recitals;

“Subcontract” means any agreement entered into by Contractor and a Subcontractor;

“Subcontractor” means any subcontractor engaged or used by Contractor to perform any portion or aspect of the Work;

“Substantial Performance of the Work” means:

- a) when the New Segments and any related work is complete and the New Segments are fully functioning for their intended purpose as a fibre optic facility for the carriage of telecommunications;
- b) completion of the Acceptance Testing in accordance with Section 9.1; and
- c) substantial performance of the Work as per the *Builders Lien Act*, S.B.C. 1997, c.45;

“TELUS” means TELUS Communications Inc., and includes any Affiliate thereof;

“Term” means the period of time between Effective Date and the date on which the warranty set out in Section 10.2 expires for the last New Segment and all related work that Contractor has had an obligation to construct and has built under the Agreement, or such earlier date that the Agreement is terminated in accordance with its terms;

“Third Party Prime Contractor Workplaces” has the meaning set out in Section 2.2.

“Timetable” means the timetable for achieving Substantial Performance of the Work;

“Unavoidable Delay” means a delay arising from causes beyond a Party’s control and not reasonably foreseeable by the Party with the use of its reasonable professional efforts including such events as, without limitation: (i) labour disputes; (ii) unavailability of materials or labour; (iii) deep frost; (iv) earthquakes, storms or lightning; (v) fire, washout or landslide, except to the extent that such occurrence arises or is contributed to, directly or indirectly, as a result of any wilful misconduct by the Party claiming the necessity of the delay; (vi) natural disaster; (vii) civil unrest, terrorism or war; or (viii) act of a Government Authority; but for greater certainty, a lack of financial resources on the part of either Party does not constitute an Unavoidable Delay;

“WCA” means *Workers Compensation Act*, R.S.B.C. 1996, c. 492; and

“Work” means the purchase of materials and supplies, Construction, installation, testing and commissioning and completion of the Network inclusive of any and all New Segment(s) and all related work, including the rectification of all defects and deficiencies and all other work required by the Agreement or under any permit, license, approval or agreement in connection with the Network.

1.2. Interpretation

In this Agreement:

- (a) The words “**include**”, “**includes**” and “**including**” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively;
- (b) Each reference to an Article, a Section or a Schedule is to an Article, Section of, or Schedule to, this Agreement, unless otherwise stated;
- (c) The singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (d) The reference to a gender includes all genders;
- (e) Unless the context otherwise requires: “**person**” includes an individual, firm, association, syndicate, partnership, company, corporation, trust, trustee, joint venture, unincorporated association, Government Authority or other organization;
- (f) All monetary amounts are stated and payable in Canadian currency;
- (g) A reference to an Enactment is a reference to that Enactment as amended, revised and/or replaced from time to time during this Agreement;
- (h) A “**Party**” or “**Parties**” is a reference to a party, or the parties, to this Agreement;
- (i) Words that have well-known technical or trade meanings are used in this Agreement in accordance with those recognized meanings; and
- (j) The insertion of headings, sub-headings and the provision of a table of contents are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement.

1.3. Conflict

This Agreement is comprised of this executed agreement (“**Main Body**”) and the Schedules set out in Section 1.4. In the event of ambiguities, conflicts or inconsistencies between or among any of the provisions of this Agreement, the provisions will prevail in the following order of precedence with each taking precedence over those listed subsequently:

- (a) Any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard or safety, reliability, durability, performance or service;
- (b) The provisions of the Main Body;
- (c) The provisions of Schedule A (CBBC’s Specifications);
- (d) The provisions of Schedule B (Fees and Timetable); and
- (e) The provisions of all other Schedules equally.

1.4. Schedules

The Schedules referenced in this Agreement and attached to the Main Body form a part of the Agreement. The Schedules are as follows:

Schedule A	CBBC’s Specifications
Schedule B	Fees and Timetable
Schedule C	CBBC’s Design
Schedule D	Acceptance Testing
Schedule E	Environmental Requirements
Schedule F	Health and Safety

Schedule G	Subcontractors
Schedule H	Quality Control Checklist & OTDR Summary Form
Schedule I	Privacy Protection
Schedule J	Reporting
Schedule K	Project Change Order Request Template

2. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES; ADHERENCE TO APPLICABLE LAWS; PERFORMANCE

2.1. Contractor's Representations and Warranties

Contractor represents and warrants to CBBC, as of the Effective Date, that:

- (a) It has sufficient experience and expertise to perform its obligations in accordance with the terms of this Agreement, including Construction of New Segments, completing all related work and completing the Acceptance Testing to the standard, for the Fee and within Timetables, contemplated in this Agreement;
- (b) All Work and services to be provided by it pursuant to this Agreement shall be provided in a professional manner by personnel appropriately trained in the performance of such services and in substantial conformance with all agreed-upon timelines;
- (c) It has all necessary skills, expertise and financial resources to fully satisfy its obligations under the Agreement;
- (d) It does not and shall not have any conflict of interest (actual or potential) with its obligations under the Agreement;
- (e) It shall comply with all Laws applicable to the provision of any of the Work or any part thereof; and
- (f) Without limiting any of the foregoing, Contractor will perform its obligations in this Agreement diligently, in good faith and with a degree of care, skill and diligence normally provided by a qualified and experienced fibre optic network developer and builder providing similar design and construction services in the province of British Columbia at the time Contractor performs such obligations;
- (g) It is Contractor's responsibility to be familiar with, and allow for, all site conditions including the location of the Work, local conditions, subsurface and topographical soil conditions, weather, access, and all other site conditions which might affect the Work;
- (h) It assumes the responsibilities of the Prime Contractor; and
- (i) It will comply with, or cause to be complied with, all resulting requirements and obligations under the WCA, including:
 - 1. ensuring continuing coordination of the occupational health and safety activities of all employers and workers at any such workplace(s), including CBBC, any CBBC Affiliate, Contractor, other Contractor Party or third party;
 - 2. delivering any notices pertaining to any such workplace(s) as required under the WCA and applicable regulations; and
 - 3. complying with the obligations of a prime contractor for a multi-employer workplace as prescribed by the WCA and applicable regulations.

2.2. Third Party Prime Contractor Workplaces

CBBC has designated, or may in the future designate, certain third parties as Prime Contractor(s) responsible for certain of CBBC's multiple-employer workplaces (the "Third Party Prime Contractor Workplaces") other than the Workplaces. If any portion of the Work occurs on or within a Third Party Prime Contractor Workplace, the Contractor will comply with, and cause its Subcontractors and everyone engaged by or through the Contractor or any of their subcontractors to comply with any directions, system, or process put in place by the responsible Prime Contractor for any such Third Party Prime Contractor Workplaces. In order to ensure that there will only be one Prime Contractor for each workplace, the Contractor will not be the Prime Contractor with respect to any portion of the Work conducted on or within any such Third Party Prime Contractor Workplace.

2.3. Applicable Laws

The Parties shall, at their own cost and expense, always in the performance of their respective obligations under this Agreement, comply with all applicable Laws. Contractor shall ensure that its agents, consultants, Subcontractors and all other Contractor Parties comply with all applicable Laws in connection with the performance of Contractor's obligations under this Agreement, and shall furnish to CBBC upon request, evidence of compliance satisfactory to CBBC, acting reasonably.

2.4. Performance

In performing its obligations under this Agreement, Contractor shall:

- (a) Act diligently, honestly and in good faith;
- (b) Act ethically and fairly in all of its dealings with CBBC and any CBBC Party;
and
- (c) Act in accordance with all applicable Laws and Good Industry Practice.

3. SELECTION OF NEW SEGMENTS

CBBC retains the right to proceed with or cancel any New Segments, prior to the commencement of Construction. If CBBC elects to proceed with a particular New Segment, CBBC will provide written notice of such election to Contractor (the "**Notice to Proceed**"). As of the Effective Date, Contractor will begin the Work, provided that no Construction will be performed on a Segment prior to the issuance the Notice to Proceed for the applicable Segment. CBBC expects to issue a single Notice to Proceed for all Segments but reserves its right to issue separate notices.

Contractor acknowledges that CBBC is not obligated to proceed with any of the New Segments. If CBBC elects not to proceed with a New Segment, Contractor will provide Contractor with a notice of cancellation and Contractor will not be entitled to any compensation for lost profits; however, CBBC will compensate Contractor for mutually agreed upon out-of-pocket expenses (i.e., pre-purchased material) reasonably incurred up until the date of the notice of cancelation of the New Segment.

4. SCOPE OF WORK

The Contractor will perform the work described in or inferred by this Agreement, including Schedule A (CBBC's Specifications), all in accordance with all terms and conditions of this Agreement.

5. CONSTRUCTION OF NEW SEGMENTS

5.1. CBBC's Specifications and CBBC's Designs

Contractor will review CBBC's Specifications and CBBC's Design for each of the New Segments and promptly report any alleged material errors, inconsistencies or omissions. Without limiting CBBC's rights under Section 8.2, Contractor and CBBC may refine and amend CBBC's Specifications and/or CBBC's Designs by mutual agreement to correct any such errors that CBBC, in its sole discretion, determines to exist. Contractor will price the proposed Changes to correct such errors as a cost increase or cost saving, as the case may be, and will determine the additional or reduced time, if any, to effect such Changes. CBBC may elect to proceed with such proposed Changes if they do not result in an increase in the Fee or, if a Change Order authorizing a corresponding Fee increase is issued by CBBC pursuant to an agreement to that effect between CBBC and Contractor.

5.2. Construction

Upon receiving the Notice to Proceed, Contractor will commence Construction of a New Segment in accordance with the applicable Timetable for the New Segment. CBBC will act reasonably in determining when to issue a Notice to Proceed and will consider seasonal conditions before issuing the Notice to Proceed. Contractor will complete the Construction of each New Segment so that it is complete, fully functional and fit for its intended purpose and will complete the Construction in accordance with:

- (a) CBBC's Specifications;
- (b) CBBC's Design for the relevant New Segment;
- (c) The terms of this Agreement;
- (d) Good Industry Practice; and
- (e) Applicable Laws.

5.3. Liens

Contractor will always ensure that no Liens exist and will take all steps required to cause the discharge, removal or withdrawal of any Liens in accordance with this Agreement.

In the event that any Claim of Lien is filed in respect of any Work by anyone engaged by or under Contractor, Contractor shall, within ten (10) days, at its sole expense, remove or obtain a cancellation of such Claim of Lien. In the event that any Holdback Lien exists, Contractor shall, upon CBBC making written demand to do so, diligently take all reasonable steps to settle, expedite the resolution of, or negotiate, a consent dismissal or withdrawal of, any such Holdback Lien.

If Contractor fails or refuses to remove or obtain a cancellation of any Claim of Lien within the time prescribed above, CBBC shall, at its option, be entitled to take all steps

necessary to remove or, obtain a cancellation of the Claim of Lien, and all costs and expenses incurred by CBBC in so doing (including actual legal fees and any payment which may ultimately be made out of or pursuant to money paid to remove or obtain a cancellation of the Claim of Lien) shall be for the account of Contractor, and shall be paid by Contractor to CBBC forthwith upon demand.

Prior to the satisfaction, dismissal or withdrawal of any Holdback Lien, within ten (10) days of Contractor's receipt of CBBC's written demand, Contractor shall remain in compliance with the requirements of this provision by providing CBBC with a letter of credit or other security on terms acceptable to CBBC, for an amount equal to the monetary amount claimed by the claimant under the Holdback Lien (up to a maximum aggregate amount of security, for all such Holdback Liens of ten percent (10%) of the Fee), or such other equal or lower amount as may be acceptable to CBBC, such letter of credit or other security to be available to protect CBBC from any costs, losses or damages in any way related to such Holdback Lien until the Holdback Lien is satisfied, dismissed or withdrawn in all respects against CBBC, and Contractor shall continue diligently to take all reasonable steps to settle, expedite the resolution of, or negotiate a consent dismissal of or withdrawal of any such Holdback Lien.

CBBC will withhold from each payment an amount equal to the Holdback, which amount will be deposited in the Holdback account established in accordance with the *Builders Lien Act*, S.B.C. 1997, c.45. The Holdback shall be paid to Contractor fifty-six (56) days after issuance of the Certificate of Completion in respect of this Agreement, provided that no Claim of Lien then exists relating to the Work and no Holdback Lien exists. Contractor shall provide CBBC with satisfactory evidence of the removal, cancellation or withdrawal of any such Claim of Lien or Holdback Lien, as applicable, as of the date of the release of the Holdback.

5.4. Lien Indemnity

Without limiting any of the foregoing or any other provision of this Agreement, Contractor shall indemnify and save the CBBC Indemnified Persons harmless from and against any claims, costs, losses and damages the CBBC Indemnified Persons may incur in connection with any Lien.

6. COVENANTS

6.1. Contractor's Covenants

As part of the Construction, Contractor will be responsible for all development and construction duties with respect to the New Segments and all related work in accordance with this Agreement, including:

- (a) Performing and completing the Work in accordance with all terms of this Agreement;
- (b) Ensuring that any Work performed by a Subcontractor is performed in accordance with Good Industry Practice and all applicable Laws;
- (c) Communicating with all Governmental Authorities and obtaining, at no expense to CBBC, before commencing the Construction, all necessary approvals licenses and permits required under applicable Laws to allow development,

Construction and completion of the New Segments in accordance with this Agreement, and to the extent requested by CBBC, providing documentary evidence to CBBC indicating that necessary approvals, licenses and permits are valid and current;

- (d) Abiding by any access requirements from landowners, including but not limited to railway requirements;
- (e) Providing any Government Authority reasonable access to the Contractor's premises, and any premises where the project is being carried out in order to review project records and assess the progress of the project and the Contractor's compliance with the terms and conditions of this Agreement, and any agreement between CBBC and any Government Authority.
- (f) Retaining the Subcontractors listed in Schedule G (Subcontractors) to perform the duties described in Schedule G (Subcontractors). If, for any reason, any such Subcontractor resigns or is otherwise unavailable to perform the duties described in Schedule G (Subcontractors), Contractor will retain a replacement with similar expertise and experience, satisfactory to CBBC acting reasonably, and Contractor will not replace such Subcontractors without CBBC's consent, acting reasonably. No sub-agreement, whether consented to by CBBC or not, will relieve Contractor from any of its obligations under this Agreement;
- (g) Tendering, negotiating and procuring all products required to complete the Construction and Acceptance Testing;
- (h) Performing, completely and in a timely fashion, all obligations of Contractor under any financing agreements, Construction contracts or consulting agreements related to the New Segments;
- (i) Obtaining, before commencing Construction and in CBBC's name, all land use, pole access or other access or use rights, including rights of way or easements, over, within or through any lands or poles as may be required for the Construction or operation of the relevant New Segment, each on terms reasonably satisfactory to CBBC. CBBC may elect to obtain access or use rights on its own behalf as may be required for Construction and will inform Contractor if it does so. Contractor will ensure that any such access or use rights include an express right for CBBC (or the relevant CBBC Affiliate) to assign its rights and interests in such access or use rights without any requirement for the relevant grantor's consent to such assignment;
- (j) Preparing all reports, studies, financial projections if any, as may be required in connection with the New Segments;
- (k) Providing and procuring all Construction, inspection and/or testing certifications relating to the New Segments;
- (l) Completing and submitting as-built records within ten (10) business days of project close, including, but not limited to :
 - i. cable section lengths;
 - ii. locations of splices or terminations;
 - iii. calculated loss budget;
 - iv. the optical loss of each fibre measured at installation;
 - v. GPS records of the following in a supplied CBBC data dictionary format: fibre route, splice and stored slack locations, service box and vault

- locations, risers, pole contacts, network access points, and any other significant component related to the Work;
- vi. drawing mark-ups depicting any agreed upon field changes using mark-up colours red for additions and green for deletions;
- i. project photographs of before, during and after fibre optic cable construction, building entrances, patch panels, splice cases, etc., as applicable; and
- ii. one (1) set of hard-copy commissioning documents and Acceptance Testing documents upon project completion;
- (m) Complying with Contractor's obligations and the environmental protocol set out in Schedule E (Environmental);
- (n) Complying with Contractor's obligations set out in Schedule F (Health and Safety);
- (o) Complying with Contractor's obligations set out in Schedule G (Subcontractors);
- (p) Complying with Contractor's obligations set out in Schedule H (Quality Control Checklist & OTDR Summary Form); and
- (q) Performing such other duties as are normally carried out in connection with the development and Construction of projects of the size, type and location as the New Segments.

6.2. Contractor's Use of Subcontractors

The Contractor may Subcontract the Work to the Subcontractors listed in Schedule G (Subcontractors). The Contractor will not, without CBBC's prior written approval (such approval not to be unreasonably withheld), Subcontract any of the Work to any other subcontractor.

The use of a Subcontractor to perform the Work shall not relieve Contractor of the responsibility for the full performance of its obligations under the Agreement and Contractor agrees that, as between CBBC and Contractor, Contractor shall be solely responsible for:

- (a) Managing and communicating with the Subcontractors and enforcing all material provisions of the Subcontracts; and
- (b) Any acts or omissions of the Subcontractors in the course of providing any portion of the Work.

Nothing contained in this Agreement is intended to, nor shall it, create any contractual relation between CBBC and any Subcontractor.

6.3. CBBC's Covenants

CBBC will:

- (a) Promptly advise Contractor if it believes that any aspect of a New Segment is not being constructed in accordance with CBBC's Design or CBBC's Specifications for that New Segment; and

- (b) Act reasonably and promptly in response to any request by Contractor's lender for information that may be required by such lender in connection with financing for design and Construction of New Segments and related work.

7. FEES, INVOICING AND PAYMENT

7.1. Fees

The Fee will be paid in accordance with the Agreement and is the entire compensation owing to Contractor for the Work, including Construction and the Acceptance Testing performed by Contractor and covers and includes all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work.

7.2. Invoicing

Applications for payment of the Fees may be made monthly as the Work progresses. Each application for payment must include the following information:

- (a) Contractor's name/address;
- (b) the date of the invoice;
- (c) any related purchase order/work order number issued by CBBC;
- (d) the amount of the Fee and amount of Holdback applicable claimed;
- (e) the net amount of the invoice;
- (f) applicable PST and GST as separate line items;
- (g) Contractor's PST and GST registration numbers; and
- (h) any supporting documentation and information necessary to enable CBBC to verify that the applicable Work has been properly performed in accordance with this Agreement;

The Contractor will submit invoices in accordance with CBBC specifications prior to invoice approval and payment.

In addition to the above requirements and on a quarterly basis, the Contractor will provide CBBC with a statutory declaration in the form of the Canadian Construction Documents Committee CCDC-9A-2001 and a WorkSafe BC clearance letter.

The amount claimed shall be for the value, proportionate to the amount of the Fee, of Work performed and material incorporated into the Work as of the last day of the payment period as determined in the fee schedule.

The Contractor may:

- (a) invoice for up to 50% of the optical fibre that is ordered associated with the Work; and
- (b) subsequently invoice for the balance of payment for such fibre upon the Contractor's receipt of the fibre. The Contractor must provide evidence of ordering and receipt of such fibre to CBBC for CBBC's approval, prior to the Contractor receiving payment for the fibre from CBBC.

It is a condition precedent to payment that CBBC receives an invoice containing all the information set out in this paragraph.

Contractor shall provide CBBC, at CBBC's request, such documents and particulars relating to GST, PST or any other amount that are necessary to substantiate any claim by CBBC for any input tax credits or refund or other credit as may be permitted pursuant to any applicable Laws.

Upon request, Contractor will promptly provide CBBC with a detailed schedule of values, and associated documentation, that includes a detailed breakdown of the Fee. Such documentation requested by CBBC may include but not be limited to:

- Subcontractor or third party invoices or charges; and
- paystubs for Contractor's workers.

If the schedule of values is acceptable to CBBC, it will be used solely for the purpose of assisting the Payment Certifier assess the progress of the Work for payment applications.

7.3. Payment

Provided that no Liens then exist, CBBC shall pay Contractor all undisputed amounts, minus any applicable Holdbacks and set offs in accordance with Section 7.4, within 30 days of receipt of the invoice from Contractor. If CBBC determines that any portion of an invoice is not payable, CBBC will so advise Contractor within fifteen (15) days of receipt of the invoice and CBBC will pay the portion of the invoice which CBBC determines is payable within thirty (30) days of the receipt of the invoice.

If necessary, the Parties may refer a Dispute under this Section 7.3 to the Dispute Resolution Procedure in Section 22, but Contractor shall proceed with any additional Work required under this Agreement without interruption pending the resolution of any such Dispute.

7.4. Holdbacks and Set Off

CBBC shall retain from each payment to Contractor all required Holdbacks and shall set off from each payment any amounts owing by Contractor to CBBC in connection with this Agreement. All Holdbacks shall be released to Contractor in accordance with the *Builders Lien Act*, S.B.C. 1997, c.45. If Contractor owes any monies to CBBC for any reason whatsoever, without prejudice to any other right or remedy that CBBC may have, CBBC may deduct, offset and set off such amount from any payments owing to Contractor under this Agreement.

8. CHANGES

8.1. Contractor's Changes to CBBC's Designs

Contractor will not make any material changes to CBBC's Design for the New Segments without the prior written consent of CBBC. The Contractor may substitute materials that meet CBBC's Specifications with CBBC's consent which may not be reasonably withheld. Contractor will provide CBBC with prompt written notice of all such substitutions. If Contractor wishes to substitute products or materials with

products or materials having performance standards that are not equivalent to those of the replaced products or materials, Contractor must obtain CBBC's approval by submitting a Change Order request using the Project Change Order Request Template attached to this Agreement in Schedule K. The Contractor acknowledges that no substitute materials will be purchased prior to CBBC's approval of a Change Order.

8.2. Change Orders

CBBC and Contractor may at any time during the Term, without invalidating this Agreement, agree to a Change by executing a Change Order in accordance with Section 8.3. Except to the extent that a Change Order requires otherwise, the Parties will implement all Changes in accordance with the terms of this Agreement.

The following process will be used for Changes:

- (a) Where a Change is proposed or required by CBBC, Contractor will promptly, and in any case within ten (10) days after the Change is proposed or required by CBBC, present to CBBC its claims for any adjustment to the Fee or the time schedule that arises from the Change.
- (b) Where Contractor claims a Change in Fee, Contractor will provide a full breakdown of labour, material and other cost information reasonably requested by CBBC associated with the Fees.
- (c) Where CBBC and Contractor agree to the Change, including adjustments in the Fee and time schedule, or to the method to be used to determine the adjustments, such Change will be effective when recorded in a Change Order.
- (d) If a Change increases costs for the Work, the Contractor's profits and administrative Fees, related to that Change Order, shall not collectively exceed 10% of the total cost of the Work associated with the Change Order. This includes, but is not limited to, any labor, materials, equipment, subcontracting, and services necessary for the execution of the Change Order.
- (e) If a Change results in a cost savings, up to 10% of the savings in Fees may be shared with the Contractor at CBBC's sole discretion. For clarity, CBBC may choose to share up to 10% of any savings in Fees with the Contractor, resulting from a Change Order. CBBC's considerations for sharing savings relating to a Change Order may include but are not limited to:
 - i. any long-term obligations created;
 - ii. the impact on any other of CBBC's projects, operation, or infrastructure;
 - iii. the expected profit margins of the Contractor; and
 - iv. the overall budget and/or forecast of the Fees to complete the Work, and if those Fees are within CBBC's expectations.
- (f) If the methods of valuation, measurement and value of any Change or any adjustment to the Fees cannot be promptly agreed upon, and in any case within

ten (10) days after the proposed Change, then the Change will be performed by Contractor and the value of the Change and adjustment to the time schedule will be determined in accordance with the Dispute Resolution Procedure.

8.3. Implementation of Change

Where Schedule B (Fees and Timetable) includes hourly rates or unit rates that are applicable to the activities required for a Change, the Parties will use such pricing. A Change will come into effect when a Change Order, in the form of Schedule K, is agreed between CBBC and Contractor and signed by an authorized signatory of each Party. A Change Order that has come into effect in accordance with this Section 8.3 will be binding upon CBBC and Contractor, and Contractor will implement the agreed upon Change in accordance with the Change Order. For greater certainty, Contractor will not proceed with a Change unless the Change Order has come into effect in accordance with this Section 8.3. The Contractor acknowledges that CBBC reserves the right to accept or deny the proposed Change and the cost of any Work performed by the Contractor prior to acceptance of the proposed Change Order, should the Change Order be denied, will not be the responsibility of CBBC. CBBC and the Contractor acknowledge that an appropriate response time of no more than five (5) Business Days will be observed for all Change Orders submitted by either Party.

8.4. Materials and Supplies

If CBBC, at its sole discretion and acting in good faith, determines that the Contractor's proposed lead times for sourcing the material and supplies required to construct the New Segments will delay project completion, CBBC reserves the right to source all or some of the required materials and supplies necessary to construct the New Segments directly through a third party. If CBBC elects to exercise its rights under this Section 8.4, CBBC will issue a Change Order following the process outlined in Section 8.2 and CBBC and the Contractor will work to determine the reduction in the Fee due to CBBC absolving the Contractor of its obligation to purchase such materials and supplies necessary to construct the New Segments as described in Section 6.1.

9. SUBSTANTIAL PERFORMANCE OF THE WORK AND CERTIFICATE OF COMPLETION

9.1. Acceptance Testing

Contractor will conduct a final test of all New Segments in their entirety and provide a report to CBBC setting out the test results. Contractor will conduct the acceptance testing (Acceptance Testing) in accordance with Good Industry Practice and the procedures and standards specified in Schedule D and will confirm that this is the case in the test results report. CBBC's Project Manager may, at CBBC's cost, attend and observe the Acceptance Testing.

9.2. CBBC's Testing

Without limiting Contractor's obligations in Section 9.1, CBBC may, as New Segments are completed, connect its network equipment to the completed New Segment and

conduct network and equipment testing as CBBC deems necessary, acting reasonably. Contractor will grant to CBBC, and its employees and representatives, reasonable access to New Segments in order for CBBC to complete such testing and will, at the same time, provide all applicable as-built reports. If CBBC requires any right, permit or license from any third party to access and test any portion of the New Segments, Contractor will use reasonable commercial efforts to obtain such right, permit or license for CBBC's use and benefit.

9.3. Application for Certificate of Substantial Performance

When the Contractor believes it has achieved Substantial Performance of the Work and completed the Acceptance Testing, the Contractor will make a written application for a certificate of Substantial Performance of the Work, supported by a certificate from the Contractor that the Work completed to date has been completed in accordance with CBBC's Specifications. Contractor will include a copy of the Acceptance Testing and as-built reports (if Contractor has not previously delivered such reports) with the application.

9.4. CBBC's Inspection for Substantial Performance of the Work

The CBBC Representative will, not later than ten days, unless an alternate timeline is agreed to by both Parties, after the receipt of an application from the Contractor for a certificate of Substantial Performance of the Work, make an inspection and assessment of the Work to verify the validity of the application.

The CBBC Representative will, not later than seven days, unless an alternate timeline is agreed to by both Parties, after completing the inspection, notify the Contractor of approval, or the reasons for disapproval, of the application. The Parties will apply the foregoing procedure as many times as CBBC determines, in its sole discretion to be reasonable, until either Contractor has remedied all defects or failures specified by CBBC's Project Manager or until CBBC, in its sole discretion, determines that Contractor is unable or unwilling to remedy any remaining defects or failures, which CBBC may then treat as Contractor Event of Default.

If the CBBC Representative finds that Substantial Performance of the Work has been reached, the CBBC Representative will issue a written notice of Substantial Performance of the Work. The date of Substantial Performance of the Work will be as stated in the written notice of Substantial Performance. Notwithstanding the issuance of a written notice of Substantial Performance, the Contractor will proceed diligently to obtain a Certificate of Completion.

9.5. Waiver Upon Application for Substantial Performance of the Work

The Contractor's application for Substantial Performance of the Work will constitute a waiver of all claims up until the date of the application other than those claims previously submitted to CBBC in writing.

9.6. Contractor's Application for Certificate of Completion

For the purposes of this Agreement, an Application for a Certificate of Completion means that every aspect of the Work has been performed and completed in accordance with this Agreement and, without limiting the generality of the foregoing:

- (a) all items identified in the comprehensive deficiency list have been rectified or completed to CBBC's satisfaction;
- (b) the Work meets all warranty requirements and the warranties described in Agreement are in place; and
- (c) copies of any documents related to the Work, including guarantees, warranties, instructions, plans and as-built drawings, have been delivered to CBBC.

When the Contractor has determined that the requirements for *Builders Lien Act* have been met regarding contract completion, the Contractor will apply in writing to the CBBC Representative, in a form acceptable to the CBBC Representative, for a Certificate of Completion and will include with such application its request for final payment and any details, documents and assurances the CBBC Representative may reasonably require.

When the CBBC Representative is satisfied that contract completion has been attained, it will issue the Certificate of Completion and CBBC will pay the remaining balance of the Agreement price to the Contractor after a period of 55 days (see section 5.3, Holdback Liens).

9.7. Waiver Upon Application for Certificate of Completion

The Contractor's application for a Certificate of Completion will constitute a waiver of all claims related to the Work or this Agreement other than those claims previously submitted to CBBC in writing. The issuance of a Certificate of Substantial Performance or a Certificate of Completion does not relieve the Contractor from correcting any defects and deficiencies discovered thereafter.

10. INSPECTIONS AND WARRANTIES

10.1. Inspections

CBBC may, at its cost on at least twenty-four (24) hours prior written notice to Contractor, inspect the New Segment(s), including the installation, splicing and testing of the New Segment(s), provided that any such inspection will be for CBBC's benefit only, and no such inspection will in any way relieve Contractor of its obligation for all aspects of the Construction and Acceptance Testing of the New Segment(s). Contractor will permit CBBC and any of CBBC's authorized representatives reasonable access to the New Segment(s) and to any documents related to the New Segments in the possession or control of Contractor. If CBBC requires any right, permit or license from any third party to access and inspect any portion of the New Segment(s), Contractor will use reasonable commercial efforts to obtain such right, permit or license for CBBC's use and benefit.

Contractor will provide any Government Authority with reasonable access to any work site including the location of the work, for the purpose of ensuring that the terms and conditions of any approval (where applicable) are met, and that any mitigation, monitoring or follow-up measure required has been carried out.

10.2. Warranties

Contractor warrants that each New Segment and related work will meet CBBC's Design and CBBC's Specifications and be of the quality specified, free from defects in workmanship and materials and suitable for the purposes contemplated by this Agreement for a period of one (1) year from the Acceptance Date of the New Segment and all related work.

As part of the Construction, Contractor will, for a period of one (1) year after the Acceptance Completion Date of a New Segment and related work, make all repairs, maintenance, replacements or alterations within or upon the New Segment and all related work required as a result of material non-compliance with CBBC's Design or CBBC's Specifications for the New Segment or all related work, or as a result of defects in the workmanship or materials provided to or incorporated therein.

Effective as of the Acceptance Date of a New Segment and all related work, Contractor will assign to CBBC all service guarantees and warranties relating to the New Segment and all of its constituent components and labour, but such assignment will not relieve Contractor from its obligations under this Section 10.2, provided that CBBC will authorize Contractor to pursue third party warranties on behalf of CBBC.

11. RECORD KEEPING AND REPORTING REQUIREMENTS

Contractor will maintain to the reasonable satisfaction of CBBC, all records relating to invoices provided to CBBC and payments made to Contractor by CBBC pursuant to this Agreement and all relevant supporting documentation, including but not limited to paystubs, timesheets, invoices, work descriptions, invoices (including Subcontractor invoices), material and labour costs, receipts, and notes, and Contractor will make such records available for review by CBBC or CBBC's authorized representatives on a consistent and ongoing basis during normal business hours. Contractor will take all steps reasonably required by CBBC to ensure CBBC or its authorized representatives remain informed about the progress of the Construction and the Acceptance Testing, including without limitation preparing and delivering to CBBC a monthly report on all material aspects of the Construction and the Acceptance Testing, including:

- (a) The approved Timetable, with anticipated and actual variations together with reasons for such variations; and
- (b) The percent Construction complete of each New Segment and the Acceptance Testing of the New Segment then under Construction or subject to Acceptance Testing.

The Contractor will comply with CBBC's reporting requirements and provide CBBC with a summary each billing cycle in the form of Schedule J to the Agreement outlining all labor, equipment and materials progressed.

The Contractor acknowledges that any Government Authority may conduct periodic audits of the Contractor's records related to this Agreement, including without restrictions financial records. The Contractor will, at its own expense, preserve and make available for audit and examination by any Government Authority all books, accounts and records of the project, the Contractor's administrative, financial and

claim processes and procedures, and any other information deemed necessary by the Government Authority pursuant to CBBC's obligations.

12. TIMETABLE

12.1. Substantial Performance Deadline

The Contractor will attain Substantial Performance of the Work by no later than [DAY] [MONTH], [YEAR] (the "Substantial Performance Deadline").

12.2. Extension of Substantial Performance Deadline

The Contractor will be entitled to an adjustment to the time schedule and an extension of the Substantial Performance Deadline if the Contractor's performance of the Work is delayed by an unforeseeable event or circumstance which is beyond the Contractor's reasonable control and if the Contractor has taken all reasonable steps in the circumstances to avoid or minimize the delay. If such an event or circumstance occurs, CBBC and the Contractor, each acting reasonably, will agree on any necessary changes to the time schedule and the Substantial Performance Deadline. No extension will be made unless the Contractor provides to CBBC notice of the delay within five days of the commencement of the delay describing the event causing the delay and the steps the Contractor is taking to minimize the delay.

12.3. Timetable

Contractor shall, at all times, ensure that it is representing its work schedule in an accurate, reasonable and realistic manner, in all material respects, including Contractor's expected schedule for the completion of the Construction and the Acceptance Testing for each New Segment in accordance with this Agreement. Contractor will, as required from time to time until the Acceptance Date for a New Segment and all related work, but no less than once per calendar month, deliver to CBBC's Project Manager an updated schedule for review for compliance with the requirements of this Agreement, which updated schedule will include the following:

- (a) Adjustments resulting from delays and Change Orders, if any, as permitted by this Agreement;
- (b) As the design of each New Segment progresses, best estimates of:
 - i. The planned start and completion dates of the major activities of the Construction;
 - ii. The estimated Substantial Performance of the Work date; and
 - iii. The estimated Acceptance Date.

To the extent confirmed and approved by CBBC's Project Manager in writing, the Timetable (found in Schedule B - Fees and Timetable) will be updated by CBBC to reflect Contractor's schedule updates. If at any time either Contractor's or CBBC's Project Manager, as the case may be, does not agree with any proposed updates to the Timetable, the disagreement will be resolved pursuant to Section 22.

12.4. Compliance with Timetable

Contractor will undertake the Construction and the Acceptance Testing in compliance with the Timetable, as updated pursuant to this Agreement.

12.5. Delay

Contractor will promptly notify CBBC in writing if the Construction lags the schedule set out in the Timetable or upon becoming aware of any actual or threatened occurrence or condition which would reasonably be expected to cause a delay in meeting any deadline in the Timetable.

In the event of a delay other than a delay due to a Change Order, Contractor will use all reasonable commercial efforts to overcome or minimize the effects of such delay (including rearranging and rescheduling the Construction so as to minimize the ultimate delay in completion of the relevant Construction and Acceptance Testing), utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if the same are reasonably available, provided that, in the event of Unavoidable Delay or a delay caused by any act or omission of CBBC inconsistent with its rights and obligations under this Agreement (a “**CBBC Delay Event**”), Contractor will advise CBBC of any additional costs required to overcome or minimize the effects of such delay and Contractor will not be required to incur such additional costs unless CBBC has agreed to reimburse Contractor for such costs.

If Contractor does not achieve Substantial Performance of the Work for a New Segment on or before the relevant date set out in the Timetable (subject to extension of such date due to Unavoidable Delay or due to a Change Order) and the delay was not caused by a CBBC Delay Event, then Contractor will pay to CBBC liquidated damages equal to \$1,000 for each day from the date set out in the Timetable until the date that Contractor achieves Substantial Performance of the Work for the relevant New Segment. Contractor will pay any such accumulated liquidated damages to CBBC on a weekly basis. The Parties agree that the liquidated damages are a genuine pre-estimate by the Parties of the damages that CBBC would suffer as a result of a delay in completing any of the New Segments and are not a penalty.

12.6. Unavoidable Delay

If either Party fails to observe or perform any of the covenants or obligations herein imposed upon it within the time provided and such failure has been caused solely by Unavoidable Delay, such failure will be deemed not to be a breach of such covenants or obligations.

12.7. Notification of Unavoidable Delay

The Party claiming Unavoidable Delay will notify the other Party in writing within two days after the beginning of the occurrence (if it lasts that long) to the effect that such Party is unable by reason of Unavoidable Delay (the nature of which will be specified in such notice) to perform particular covenants or obligations within the times required under this Agreement. The Party relying on Unavoidable Delay will at the request of the other Party, acting reasonably, submit evidence of the occurrence of Unavoidable Delay and the effect of such Unavoidable Delay.

12.8. Dates Automatically Extended

Except to the extent otherwise stated herein, dates set forth in this Agreement will be automatically extended by the period of an Unavoidable Delay. No Party may claim penalties, interest or any other compensation for delays and non-compliance by the other Party with the obligations and duties the other Party has under this Agreement to the extent that such delays or non-compliance are caused by Unavoidable Delay. In addition, a reliance by Contractor on Unavoidable Delay for the extension of period as aforesaid, shall not entitle Contractor to any increase in Fees or other compensation of any kind.

13. CONFIDENTIALITY AND PERSONAL INFORMATION

13.1. Confidentiality Obligations

Each of CBBC, Contractor and all Subcontractors will hold in confidence any Confidential Information received from the other Party, and will not reverse engineer, or alter any such Confidential Information, except that this Section 13.1 will not restrict:

- (a) Contractor from disclosing or granting access to such information to its professional advisors, consultants or any Contractor Party to the extent necessary, to enable it to perform (or caused to be performed) or to enforce its rights or obligations under this Agreement or meet any requirements imposed by applicable Laws, provided that any Confidential Information provided to any such third party is subject to the similar confidentiality restrictions as set out in this Agreement; and
- (b) CBBC from disclosing or granting access to such information to its professional advisors, consultants or any CBBC Party to the extent necessary, to enable it to perform (or caused to be performed) or to enforce its rights or obligations under this Agreement or meet any requirements imposed by applicable Laws, provided that any Confidential Information provided to any such third party is subject to the similar confidentiality restrictions as set out in this Agreement.

13.2. Exceptions

Subject to any restrictions on the Confidential Information which are imposed by a third party that may own any Confidential Information, the obligation to maintain the confidentiality of the Confidential Information does not apply to Confidential Information:

- (a) Which the Party that disclosed the Confidential Information confirms in writing is not required to be treated as Confidential Information;
- (b) Which is or comes into the public domain otherwise than through any disclosure prohibited by this Agreement;
- (c) To the extent any person is required to disclose such Confidential Information by law, including without limitation, a disclosure required under the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as long as the Party being compelled to disclose such Confidential Information gives as much notice as allowed to other Party, so it can seek protective orders and makes only the minimum disclosure reasonably required; and

- (d) That is known to the recipient of the Confidential Information prior to disclosure to the recipient by the other Party or becomes known to the recipient thereafter by way of disclosure to the recipient by any other person who, to the knowledge of the recipient, is not under any obligation of confidentiality with respect thereto.

13.3. Equitable Relief

Without prejudice to any other rights and remedies that the other Party may have, each of CBBC and Contractor agree that damages may not be an adequate remedy for a breach of the provisions of this Section 13 and that the other Party will, in such case, be entitled to the remedies or injunction, specified performance or other equitable relief for any actual breach of Section 13.

13.4. Vicarious Liability

A Party will be fully liable for any breach of confidentiality under this Section 13 by any person to whom such Party has disclosed or granted access to Confidential Information to the same extent as if the Party itself breached confidentiality under this Section 13.

13.5. Additional Requirements for CBBC Confidential Information

All right, title and interest in Confidential Information supplied by or through CBBC shall remain with CBBC and shall be held in trust and confidence by Contractor if disclosed to Contractor and no license or other right is granted to Contractor by implication or otherwise.

With respect to all Confidential Information disclosed to or obtained by Contractor by or through CBBC, Contractor shall:

- (a) Use its best efforts to protect and keep confidential such Confidential Information, using a standard of care no lower than what Contractor uses to protect its own Confidential Information and, in any event, no lower than the care that a careful and prudent person would be expected to employ for its own similar confidential information;
- (b) Keep all such Confidential Information in a tangible form segregated from all of Contractor's property and in a safe and secure environment, and protect and keep safe all such Confidential Information from any loss, harm, theft, unauthorized use, tampering, sabotage, unauthorized copying, destruction, damage or interference whatsoever;
- (c) Provide to CBBC the originals and all copies of, and delete from all storage, retrieval systems and databases, all such Confidential Information immediately upon direction to do so from CBBC, or upon termination of this Agreement, whichever occurs first; and
- (d) Not, directly or indirectly, produce, supply or otherwise deal with any product or service which is based on, derived from or uses the Confidential Information.
- (e) The Contractor is responsible for ensuring any Sub-Contractors performing work for the Contractor adhere to the privacy and confidentiality provisions outlined in this Agreement.

13.6. Privacy Protection

Contractor shall at all times, both during and after the Term comply with the provisions of Schedule I (Privacy Protection).

14. INTELLECTUAL PROPERTY

Contractor agrees that CBBC is the owner of any Intellectual Property that is provided by CBBC to Contractor or any Intellectual Property that is jointly made, developed, conceived or reduced to practice or writing during the Term by CBBC and Contractor.

15. NON-SOLICITATION

Contractor agrees that during the Term and for a period of six (6) months following the termination of this Agreement, Contractor shall not, either individually or in partnership or in conjunction with any person or persons, firm, association, syndicate, company or corporation, whether as principal, agent, shareholder (except as a shareholder holding not more than five percent (5%) of the outstanding shares from time to time from any class of shares of a publicly traded corporation), creditor, or in any manner whatsoever, either directly or indirectly solicit, divert, or hire away any person who was employed by CBBC at the time the Agreement was terminated. The provisions of this Section 15 of this Agreement shall survive the termination of the Agreement and shall not be extinguished by that termination.

16. CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITY

16.1. Environmental Responsibility

Contractor shall be responsible for all environmental matters relating to the Work and its obligations hereunder including: (i) compliance with any and all environmental laws, rules, regulations, statutes, and orders of any Government Authority having jurisdiction and any environmental assessment or review conducted by CBBC in connection with the delivery of the Work; and (ii) any environmental liabilities, any clean-up obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of this Agreement.

Without limiting the foregoing, Contractor will not install, bring upon, or use any toxic or hazardous substances or materials within or on any CBBC Lands or any other lands. Contractor will, at its own cost and expense, always comply with applicable Laws, including any relating to the protection of the environment generally. Contractor will only be responsible for any toxic or hazardous substances or materials brought or caused to be brought by Contractor or Subcontractors into or on CBBC Lands.

Contractor shall, during the Term, always comply with the provisions of Schedule E (Environmental).

If Contractor encounters any toxic or hazardous substances or materials within or on CBBC Lands or any other lands, or has reasonable grounds to believe that toxic or hazardous substances or materials are present within or on CBBC Lands or any other lands, Contractor shall take all reasonable steps, including stopping the Construction

if necessary, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or materials, and immediately notify CBBC of such circumstances. Any delay in Construction arising from the presence of toxic or hazardous substances will be considered an Unavoidable Delay unless Contractor was responsible for, was aware of or should reasonably have been aware of the presence and extent of such substances prior to commencing the Construction.

Throughout the course of the Construction and the Acceptance Testing, Contractor will maintain all lands in a neat and tidy condition, free from accumulation of waste products, debris, snow and ice and Construction debris including on the roads encompassing and/or giving access to the New Segments.

16.2. Environmental Indemnity

Without limiting any provision of this Agreement, Contractor will indemnify and hold harmless the CBBC Indemnified Parties from any claim, loss, cost, damage, or expense resulting from any installation, use or location of any toxic or hazardous substances or materials within or on CBBC Lands or any other lands, including any and all costs incurred in removing or cleaning up such substances or materials.

17. INSURANCE

All insurance coverage referenced below shall be placed with insurance companies licensed to do business in the Province of British Columbia. Each insurer shall be rated by A.M. Best with a minimum financial rating of A- or equivalent from a recognized alternative rating agency. As detailed in each section below, a certificate of insurance meeting the required specifications must be provided by the Contractor and/or Subcontractors prior to the commencement of any Work with coverage maintained throughout the Term of the project.

17.1. Commercial General Liability Insurance

Prior to the commencement of any Work, Contractor shall provide a certificate of insurance to CBBC evidencing a Commercial General Liability insurance policy in the amount of Five Million Dollars (\$5,000,000) inclusive per occurrence against bodily injury, and property damage, including liability assumed under the Agreement in the name of Contractor with Subcontractors, Columbia Basin Broadband Corporation and Columbia Basin Trust named as an Additional Insured. Such coverage must also extend to include Sudden & Accidental Pollution coverage with a minimum discovery period of 120 days and reporting period of 120 days. The policy will also cover the Network Assets subject to the Agreement from time-to-time. The insurance coverage must be primary, not require the sharing of any loss by any of CBBC's insurers, maintained in force throughout the Term, with proof of renewal provided to CBBC yearly. The policy shall also include a cross-liability provision and thirty (30) days' prior written notice of cancellation and/or of any lapses in the policies to CBBC. It is the responsibility of Contractor to have this information provided to CBBC.

17.2. Property All Risk Insurance

Prior to the commencement of any Work, Contractor shall provide a certificate of insurance to CBBC evidencing All Risks Property insurance coverage for the total value of the Work. Such insurance must include coverage for material damage to all goods forming the Work, including but not limited to damage caused by earthquake, tremor, tidal wave, cyclone, hurricane, storm, wind, flooding, overflowing and rising water levels, mud, subsidence or landslide, landslide or rock fall. Deductibles over \$25,000 must be approved by CBBC and are the responsibility of Contractor should a claim arise. The certificate of insurance for such coverage must state the deductible, limit of insurance, provide a waiver of subrogation in favour of CBBC, add CBBC as a Loss Payee with respect to their interest and provide thirty (30) days' prior written notice of cancellation and/or of any lapses in the policies to CBBC.

17.3. Errors and Omissions Insurance

Prior to the commencement of any Work, Contractor shall provide a certificate of insurance to CBBC evidencing errors and omissions insurance policy covering professional liability associated with all design and Construction services provided under the Agreement in the amount of Two Million Dollars (\$2,000,000) per occurrence including liability assumed under this Agreement in the name of Contractor with Subcontractors, Columbia Basin Broadband Corporation and Columbia Basin Trust included. The insurance coverage must be primary, not require the sharing of any loss by any of CBBC's insurers, maintained in force throughout the Term, with proof of renewal and a full copy of the policy being provided to CBBC yearly. The policy shall also include a cross-liability provision and thirty (30) days' prior written notice of cancellation and/or of any lapses in the policies to CBBC. It is the responsibility of Contractor to have this information provided to CBBC.

17.4. Third Party Automobile Insurance

Prior to the commencement of any Work, Contractor shall provide a certificate of insurance to CBBC evidencing a third party liability insurance policy in the amount of Two Million Dollars (\$2,000,000) per occurrence on all vehicles owned, operated or licensed by Contractor. The insurance coverage must be primary, not require the sharing of any loss by any of CBBC's insurers, maintained in force throughout the Term, with proof of renewal provided to CBBC yearly. The policy shall also include thirty (30) days' prior written notice of cancellation and/or of any lapses in the policies to CBBC. It is the responsibility of Contractor to have this information provided to CBBC.

17.5. Performance Bond and Labour and Material Payment Bond

Contractor shall within fifteen (15) days after the date of execution of this Agreement, furnish and deliver to CBBC a performance bond and a labour and material payment bond covering the faithful performance and completion of this Agreement and the payment of all obligations arising hereunder with respect to the Work, each in an amount equal to fifty percent (50%) of the Fees that Contractor can earn under this Agreement, subject to additions and deletions by Changes in Work provided in this Agreement, as of such date of request. Such bonds shall be issued by a surety licensed in British Columbia and be satisfactory to CBBC acting reasonably. The surety shall also have an A.M. Best rating of A- or better with a Class V or better financial size category, or equivalent rating from a recognized rating agency. If at any

time after the delivery of such bonds the surety fails to satisfy either of the conditions above with respect to its rating and financial size, Contractor shall, within sixty (60) days of the surety failing to satisfy either condition, replace such bonds with bonds issued by a surety meeting such conditions and satisfactory to CBBC, acting reasonably, or provide CBBC with replacement security in form and substance satisfactory to CBBC, acting reasonably.

18. CBBC OCCUPATIONAL HEALTH AND SAFETY POLICY, WCA, PROFESSIONAL CONDUCT

18.1. Health and Safety Program

Upon execution of this Agreement, Contractor shall provide CBBC with a health and safety program that is consistent with applicable Laws and with CBBC's health and safety policies and shall comply with the requirements of such program in performing the Work.

18.2. WCA

Contractor shall remain in good standing with WCA and provide current clearance letters to CBBC relating to Work for the duration of the Term.

18.3. Compliance with Schedule F (Health and Safety)

Contractor shall, during the Term, always comply with the provisions of Schedule F (Health and Safety).

18.4. Professional Conduct

Contractor is required to conduct its business in professional manner during the Term and thereafter. In the event that any person employed, contracted or subcontracted at any tier by Contractor in connection with the Work arising out of this Agreement gives, in the opinion of CBBC acting reasonably, just cause for complaint, the Contractor upon written notification by CBBC shall not, at no additional cost to CBBC, permit such person to continue in any Work being performed under this Agreement.

19. TERM AND TERMINATION OF CONTRACT

19.1. Contractor Event of Default

In this Agreement, "**Contractor Event of Default**" means:

- (a) A failure by Contractor to perform the material duties contracted for under this Agreement;
- (b) The Contractor has breached any material representation or warranty contained in this Agreement or has provided any information either before or after the execution of this Agreement which is false or otherwise misleading in any material respect;
- (c) Contractor is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against Contractor, or Contractor makes an assignment for the general benefit of creditors or applies for relief under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, or proceedings of any type

are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of Contractor;

- (d) Any formal or informal proceeding for the dissolution of, liquidation of, or winding up of, the affairs of Contractor is instituted by or against Contractor, or a resolution is passed or any other act undertaken for the winding up of Contractor;
- (e) Contractor ceases or threatens to cease to carry on its business, or Contractor makes or agrees to make a bulk sale of its assets;
- (f) A receiver, manager or trustee is appointed in respect of the business or assets of Contractor, or any part of thereof, by a court of competent jurisdiction, or under an agreement;
- (g) Contractor fails to hold, comply with and maintain in good standing any insurance policies, performance bonds, certificates of approval, permits, licenses or other approvals required by the Agreement or commits any acts or omissions that jeopardizes the validity of such policies, certificates of approvals, permits, licenses or other approvals in each case such failure has a material adverse effect on the Work and/or CBBC;
- (h) Contractor breaches Section 24.4 (Assignment);
- (i) Contractor breaches Section 13 (Confidentiality and Personal Information);
- (j) Contractor fails or refuses to remedy any unsatisfactory or defective work as required by this Agreement;
- (k) There is any fraud or dishonesty on the part of Contractor or any Contractor Party related to the performance of its obligations under this Agreement;
- (l) A breach by Contractor of Section 14 (Intellectual Property); and
- (m) A breach by Contractor of Section 15 (Non-Solicitation).

19.2. CBBC Event of Default

In this Agreement, “**CBBC Event of Default**” shall mean:

- (a) A failure by CBBC to perform the material duties contracted for under this Agreement;
- (b) A breach by CBBC of Section 13 (Confidentiality and Personal Information);
- (c) A breach by CBBC of Section 15 (Non-Solicitation); and
- (d) A failure to pay Contractor any outstanding invoiced amount as and when required by this Agreement.

19.3. Termination for Event of Default

Subject to any applicable cure period and notice periods herein, either Party to this Agreement may terminate the Agreement upon the occurrence of an Event of Default of the other Party by delivering to that other Party written notice of such termination of the Agreement stating the reason therefore, and, if the Event of Default is not of a

type that is capable of being cured, such termination shall be effective immediately upon delivery of such notice, otherwise the termination shall be effective thirty (30) days following the delivery of the notice if the Event of Default is not cured before that date.

19.4. Termination for Convenience by CBBC

CBBC may terminate this Agreement for convenience for any reason by giving twenty (20) days' written notice of termination to Contractor.

19.5. Consequences of Termination

Upon termination of this Agreement due to an Event of Default pursuant to Section 18.3 or for CBBC's convenience pursuant to Section 19.4, CBBC shall, within thirty (30) days of such termination, pay Contractor any amounts owing pursuant to Section 7 plus an amount equal to the cost of unpaid materials purchased and work performed by Contractor up to the date of termination, provided that Contractor shall have transferred to CBBC 100% of its ownership interest in all existing Network Assets free and clear of any Encumbrances as a condition to such payment and CBBC shall have no further liability to Contractor.

20. INDEMNITY

Contractor will indemnify and keep CBBC and each CBBC Indemnified Person indemnified at all times from and against any and all claims, demands, causes of action, suits, and proceedings, whether based in tort, Agreement or otherwise, for any and all losses, costs and damages of whatever kind or description, brought or prosecuted in any manner based upon, occasioned by or attributable to Contractor's performance of its obligations under this Agreement or anything done or omitted to be done by a Contractor Party in connection with this Agreement, except to the extent caused, or contributed to, by non-compliance by CBBC with any provision of this Agreement or any negligent act or omission, or any wilful misconduct, of CBBC or any CBBC Party.

21. LIMITATION OF LIABILITY

21.1. No Consequential Damages

Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising in connection with this Agreement.

21.2. Contractor's Liability

Contractor and all other Contractor Parties, shall use due care to ensure that no person or property suffers injury or loss and no rights are infringed as a result of:

- (a) The execution of the Work or operations of Contractor and all other Contractor Parties under this Agreement;

- (b) The existence, location or condition of any vehicles, machinery, plant or materials used with respect to Contractor's obligations under this Agreement; or
- (c) Any failure, neglect or omission of Contractor or any other Contractor Party or the failure of Contractor to perform any or all of its obligations under this Agreement.

Subject to Section 21.3, Contractor shall be solely responsible for all damages with respect of any such loss, injury or infringement of rights arising out of the Work done pursuant to this Agreement, whether done by it directly or by any Contractor Party.

21.3. Maximum Liability Cap

Notwithstanding anything to the contrary in this Agreement, the total liability of CBBC under the Agreement, in the aggregate for any reason(s) and upon any cause(s) of action shall each be limited to one-hundred percent (100%) of the Fee.

22. DISPUTE RESOLUTION

22.1. Dispute Notice

Any dispute that arises as a result of this Agreement (a "**Dispute**") shall be resolved in accordance with the dispute resolution procedure set out in this Section 22 the "**Dispute Resolution Procedure**"). The Dispute Resolution Procedure may be commenced by either Party by giving notice to the other Party (the "**Dispute Notice**") briefly setting out the pertinent facts, the remedy or relief sought and the grounds on which such remedy or relief is sought.

22.2. Negotiations

Within five (5) Business Days of one Party receiving a Dispute Notice from the other, or such longer period as the Parties may agree, the president, chief executive officer or another senior representative with decision making authority of each Party will meet and make good faith efforts to resolve the Dispute by without prejudice negotiations.

22.3. Mediation

If the Dispute is not resolved pursuant to Section 22.2 to the mutual satisfaction of the Parties within ten (10) Business Days (or such longer period as the Parties may agree) following the receipt of the Dispute Notice by the receiving Party, then the Parties shall promptly refer the Dispute to mediation in accordance with this Section 22.3.

If the Parties are required to refer the Dispute to mediation pursuant to this Section 22.3, the Parties shall hire the services of an independent third party mediator or expert who shall be mutually agreed upon by the Parties. The mediator or expert shall be knowledgeable of the issues related to the Dispute and shall meet with the Parties together and separately, as necessary. The mediator or expert shall provide, without prejudice, a non-binding recommendation for settlement and the Parties shall diligently make all reasonable bona fide efforts to consider resolving the Dispute based on the recommendation for settlement from the mediator or expert. Each Party shall bear its own costs of mediation and the cost of the mediator or expert shall be shared equally by the Parties. In the event that the Parties do not agree on the naming

of a mediator and the terms of mediation within ten (10) Business Days (or within such longer period as the Parties may agree) after the conclusion of the negotiation phase set out in Section 22.2, then the Dispute shall proceed promptly to arbitration in accordance with the provisions of Section 22.4.

22.4. Arbitration

If the Dispute is not resolved pursuant to Section 22.3 to the mutual satisfaction of the Parties within ten (10) Business Days (or such longer period as the Parties may agree) following the receipt of the recommendation for settlement from the mediator or expert, then either Party may commence proceedings to have the Dispute finally settled by arbitration under this Section 22.4. In any such proceedings the scope of issues will not be limited strictly to the terms of the Dispute Notice but may extend to include directly related matters for the purpose of completely resolving the Dispute. For greater certainty, neither Party may commence arbitration proceedings in respect of the Dispute pursuant to this Section 22.4 without first having completed all steps and complied with all requirements set out in Sections 22.1 through 22.3.

If a Party is entitled under this Section 22.4 to commence proceedings to have a Dispute finally resolved, then the Party (the **"Initiating Party"**) may give the other Party (the **"Responding Party"**) notice of its intention to submit the Dispute to binding arbitration (**"Notice of Intention to Arbitrate"**), and:

- (a) the *Arbitration Act*, R.S.B.C. 1996, c. 55 will apply to the arbitration, as modified by this Section 21.4 or as otherwise agreed by the Parties;
- (b) Three arbitrators shall be appointed, with each Party appointing one arbitrator and the two arbitrators appointing the third;
- (c) Meetings and hearings of the arbitrators will take place in Castlegar, British Columbia or in such other place as the Parties agree and such meetings and hearings will be conducted in the English language;
- (d) The arbitrators may at any time fix the date, time and place of meetings and hearings in the arbitration, upon reasonable notice to the Parties;
- (e) Subject to any adjournments permitted by the arbitrators the final hearing will be continued on successive Business Days until it is concluded;
- (f) All meetings and hearings will be in private unless the Parties agree otherwise and either Party may be represented at any meetings or hearings by legal counsel;
- (g) Either Party may examine, and re-examine, all its own witnesses at the arbitration and may cross-examine all of the other Party's witnesses;
- (h) The arbitration will be kept confidential and the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, and testimony or other oral submission and any awards) will not be disclosed to any party other than the arbitrators, the Parties (and their respective directors, officers, shareholders and legal counsel) and such other persons as may be necessary to the conduct of the proceeding or required by law; and

- (i) The arbitrator(s) will deliver a decision in writing within 15 Business Days after the conclusion of the hearing and, unless the Parties agree otherwise, will set out reasons for the decision.

22.5. Emergency Court Access

Nothing contained in this Section 22 will preclude a Party from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining an effective emergency or provisional remedy to protect its rights as necessary in the circumstances, including obtaining temporary and preliminary injunctive relief and other orders, whether before or after the Dispute has been initiated by a Dispute Notice.

22.6. Timeliness of Dispute Resolution

The Parties acknowledge that timely resolution of Disputes is mutually beneficial and the time limits set out in this Section 22, or as otherwise agreed by the Parties, will therefore be strictly complied with and enforced.

22.7. Performance of Agreement During Dispute Process

If a Dispute occurs that is subject to this Section 22, then CBBC and Contractor will in good faith carry out their respective obligations under this Agreement pending resolution of the Dispute pursuant to the Dispute Resolution Procedure.

22.8. Payment of Undisputed Amounts

A Party will pay any undisputed portion of any disputed amount to the other Party in accordance with this Agreement, but any disputed portion or amount will not be payable until the Dispute is resolved as aforesaid.

23. NOTICES, PROJECT MANAGEMENT AND DUTY TO NOTIFY

23.1. Notices

All formal notices hereunder shall be in writing and shall be deemed effective upon receipt when delivered by hand, overnight delivery courier, email or when mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses listed below (or at such other address and/or email address for a Party as shall be specified by like notice).

If to CBBC:

Columbia Basin Broadband Corporation
300 – 445 13 Avenue
Castlegar, BC V1N 1G1

Attention: Rory Bruce, Manager, Projects and Infrastructure
Email: rbruce@ourtrust.org

If to Contractor:

[CONTRACTOR NAME]
[CONTRACTOR STREET ADDRESS]
[CONTRACTOR MUNICIPALITY, PROVINCE AND POSTAL CODE]

Attention: [CONTRACTOR CONTACT NAME, [CONTRACTOR TITLE]
Email: [CONTRACTOR EMAIL]

23.2. Project Managers

The Parties shall each agree to designate an individual from their respective organizations with adequate authority and full technical competence to deal with matters relating to the implementation of the Work (each, being a “**Project Manager**”). These individuals will, on behalf of their respective Parties, in accordance with the spirit of the Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, installation and maintenance of the Work in accordance with applicable requirements of the Agreement. Each of the Parties may from time to time change its Project Manager to another individual acceptable to the other Party, acting reasonably by way of notice to the other. The Project Managers are not authorized to amend the Agreement.

24. GENERAL

24.1. Public Communications

Contractor will not issue any public announcement or press release relating to this Agreement without the prior written approval of CBBC which may be withheld.

24.2. Survival

Notwithstanding anything to the contrary in this Agreement, Section 1 (Interpretation), 13 (Confidentiality and Personal Information), 14 (Intellectual Property), 15 (Non-Solicitation) and 20 (Indemnity), 20 (Limitation of Liability), 22 (Dispute Resolution), Section 5.5 (Lien Indemnity), 10.2 (Warranties), 16.2 (Environmental Indemnity), 23.1 (Notices) and any other provisions of this Agreement which are explicitly or by their nature intended to survive termination of this Agreement and which are required to give effect to such provisions shall survive termination of this Agreement and the consequences of such termination however caused.

24.3. Waiver; Consent

Notwithstanding anything else in this Agreement, the waiver by either Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have, hereunder operate as a waiver of any right, power or privilege by such Party. Any consent or permission granted under this Agreement shall be effective only in the specific instance and for the specific purpose given.

24.4. Assignment

CBBC may, in its discretion, assign its rights under this Agreement to any of the CBBC Affiliates or any combination thereof or to any other party. Contractor may not assign its rights under this Agreement without CBBC's prior written consent, which consent will not be unreasonably withheld. No assignment by Contractor will be effective until such time at Contractor's assignee has entered into an assignment agreement satisfactory to CBBC and assumed all of Contractor's rights and obligations under this Agreement.

24.5. Enurement

This Agreement will be binding on, and may be enforced by, Contractor, CBBC and their respective successors and permitted assigns.

24.6. Severability

Notwithstanding anything else in this Agreement, if any term or provision of this Agreement shall be found by a court of competent jurisdiction or arbitrators to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such provision shall be deemed modified to the extent necessary in the court's or arbitrators' opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest extent possible the intent and agreements of the Parties set forth herein.

24.7. Time

Time is of the essence of this Agreement.

24.8. Governing Law

Notwithstanding anything else in this Agreement, the validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Subject to the provisions of Section 22, CBBC and Contractor hereby consent to the exclusive jurisdiction and venue of the courts in Vancouver, British Columbia for the purposes of any legal proceeding brought by either Party to enforce or interpret this Agreement.

24.9. Further Assurances

Each Party will, upon the reasonable request of any other Party, execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.

24.10. Remedies are Cumulative

Notwithstanding anything else in this Agreement, the rights and remedies to which a Party is entitled under the Agreement, by law or in equity are cumulative. The taking of any one remedy shall not preclude the taking of any other remedy.

24.11. Independent Contractors

Notwithstanding anything else in this Agreement, it is understood and agreed that in giving effect to the Agreement, neither Party shall be or be deemed a partner, agent or employee of the other Party for any purpose and that their relationship to each other

shall be that of independent parties. Nothing in the Agreement shall constitute a partnership or a joint venture between the Parties. Neither Party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other Party. Nothing in this Agreement shall be construed as to create the relationship of employer and employee between CBBC or any other CBBC Party on the one hand, and Contractor or any other Contractor Party, on the other hand. Contractor shall remain solely responsible for all statutory obligations imposed on an employer with respect to any individual providing services pursuant to the Agreement.

24.12. Entire Agreement; Amendment

Notwithstanding anything else in this Agreement, the Agreement shall constitute the entire agreement between the Parties pertaining to the subject matter thereof and shall supersede all prior agreements, understandings, negotiations and discussions, oral or written, between the Parties or any documentation relating thereto. The Agreement may only be amended by an instrument in writing, signed by both Parties, except for Schedules which may be updated or superseded by CBBC in accordance with the provisions of this Agreement, by delivery of such updated or superseded by CBBC to Contractor in accordance with the notice provisions of this Agreement.

24.13. Binding Agreement

Execution and delivery of this Agreement by the Parties will constitute a binding and enforceable Agreement. The Parties expressly acknowledge and agree that this Agreement is not to be construed as an agreement to agree or in any other manner which might render this Agreement, or any provision herein, unenforceable.

24.14. Counterparts

CBBC and Contractor agree that this Agreement may be executed in counterpart and the transmittal of signed copies of this Agreement or any notice required or permitted to be given hereunder by fax, email hereby constitutes good and valid execution and delivery of such document.

24.15. General Duty to Mitigate

In all cases where Contractor is entitled to receive from CBBC any additional compensation or any costs, damages or extensions of time, Contractor will use all reasonable efforts to mitigate such amount required to be paid by CBBC to Contractor under this Agreement, or the length of the extension of time. Upon request from CBBC, Contractor will promptly submit a detailed description, supported by all such documentation as CBBC may reasonably require, of the measures and steps taken by Contractor to mitigate and meet its obligations under this Section.

[THE BALANCE OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]

The Parties have executed this Agreement on the date written above.

COLUMBIA BASIN BROADBAND CORPORATION

Per: _____
Name: [NAME OF CBBC SIGNING OFFICER]
Title: [TITLE OF CBBC SIGNING OFFICER]

[CONTRACTOR COMPANY NAME]

Per: _____
Name: [NAME OF CONTRACTOR SIGNING OFFICER]
Title: [TITLE OF CONTRACTOR SIGNING OFFICER]

SCHEDULE A - CBBC'S SPECIFICATIONS

1. CBBC's Specifications for Fibre Cable

All fibre optic cable will meet or exceed the following requirements:

- (a) All fibre optic cable will be:
 - i. of excellent quality;
 - ii. loose tube;
 - iii. conform to ITU G652.D specifications;
 - iv. if aerial, Poly-Steel-Poly (PSP) or Single Armour - Single Jacket (SP), rated for outside aerial and underground installation, and meet ICEA 640 specifications;
 - v. if blown, single fibre optic strands will have color coded coating as per industry standard, and meet IEC 60794 specifications. Bundles will have blow/air jettable compatible jackets and be sized for the intended inner duct; and
 - vi. if marine, shall be a cable specifically rated and designed to meet the requirements of a submarine environment and be approved in writing by CBBC.
- (b) Each cable will contain a number of fibres as identified in the New Segment design.
- (c) Fibre optic cable that will terminate indoors will be environmentally safe, non-combustible, low smoke and halogen free.
- (d) Fibre optic cable will be manufactured by cable manufacturers with a minimum of ten years' experience in the manufacture of outside plant cable.
- (e) The cable will be single mode fibre with the following minimum specifications:
 - i. attenuation at 1310 nm = 0.35 dB/km max for outside plant cable, 1.0 dB/km max for inside plant cable;
 - ii. attenuation at 1550 nm = 0.25 dB/km max for outside plant cable, 1.0 dB/km max for inside plant cable;
 - iii. splices, where required to terminate connectorized pigtails will provide optimal performance and will have no more than 0.1 db of loss; and
 - iv. cable jackets will be permanently marked on the outside of the cable jacket, at intervals no longer than 10 feet, with the manufacturer's name, foot or metre marks, date of manufacture and the words 'FIBRE OPTIC CABLE'.
- (f) Provide all required cable and connectors, and associated components and equipment (not including electronic or optical equipment), required to make all required splices and connections and to make each New Segment fully operational and fit for its intended purpose.
- (g) Make all splices and other connections, including to any relevant patch panels, to complete the New Segments and to connect the New Segments to the other connected segments. CBBC will make all connections to CBBC's, or the CBBC Affiliates', electronic or optical equipment and will provide network connectivity.

2. CBBC's Specifications for Installation

Any installation will be completed in accordance with the following requirements:

- (a) Cable installation will follow manufacturer's guidelines and industry best practices;
- (b) Follow provided Issued for Construction (IFC) drawings, including any notes or details which may supersede the following items;
- (c) The maximum pulling force to be applied to the fibre optic cable is 600 pounds;
- (d) Use a pulling swivel breakaway rated at 600 pounds at all times when pulling fibre optic cable;
- (e) During cable placement, avoid bends of small radius (less than 20 times the outside diameter of the cable) and twists that may damage the cable;
- (f) Contain all splices in a suitable splice case rated for its intended use (underground or aerial);
- (g) Place maintenance loops as specified on design drawing;
- (h) In all splice locations that are used to provide a lateral connection, leave a minimum of 15m of slack cable from each cable end (30m total), or as specified on design drawing;
- (i) Keep mid-segment splices to a minimum. All splices will be fusion spliced. Mechanical splices are only allowed during temporary restoration and will be replaced with fusion splices as soon as is practicable;
- (j) Terminate fibres at each end of a segment with SC connectors, or as otherwise instructed, with a typical return loss of 0.50 dB in wall mounted fibre optic cabinets. This will allow CBBC to connect internal fibre cabling using a patch cord;
- (k) Use fire stopping compounds and devices whenever a fire separation has been breached by an installation; and
- (l) Use fire stopping that complies with applicable codes and standards, including TIA/EIA 569-A-Annex A and NECA/BICSI 568-2001.

3. CBBC's Specifications for Poles

Only use pole hardware that has been manufactured for its specific purpose and has a galvanized coating. Custom fabrications will not be allowed. Lag bolts are not permitted.

Perform, including as may be required by Fortis or TELUS, all necessary pole make-ready work, including pole replacements, anchoring and guy wiring or cause, as applicable and abide by any corrections or quality control those entities may request after review of installation.

All pole work to be executed in accordance to industry standards for aerial placing including but not limited to: guying, lashing, de-lashing cable, wrecking, pole placing, topping or removal, etc. If cable is to be lashed on foreign-owned infrastructure, the infrastructure owner will dictate the responsible party to perform placement.

4. CBBC's Specifications for Conduit Installation

- a) Contractor will proof all conduits/sub-ducts. "Proofing" shall include cleaning,

- testing, re-testing (after any necessary repairs) and installing a mule line (where appropriate);
- b) Conduit not containing sub-duct to be proofed by passing a mandrel having a diameter no less than 70% of the inside diameter passed through the entire run from access point to access point;
 - c) Each sub-duct to be proofed by passing a 12mm (or as appropriate to sub-duct inside diameter) steel bead passed through using compressed air from access point to access point;
 - d) All conduits/sub-ducts are to be capped immediately after proofing;
 - e) Marker posts to be placed minimum every 300m, on both sides of roads and driveways, and at all service box locations. Posts to be provided by Contractor and placed at time of underground conduit installation. Stickers for marker posts provided by CBBC;
 - f) All off-sets and plowing depth to be finalized by permitting authority;
 - g) All gravel driveways to be plowed or trenched at 0.75m depth and backfilled in compacted 15cm lifts; and
 - h) Directional driller to provide logbooks of all drilled sections.

5. Other CBBC Requirements

- a) Contractor will provide any brushing requirements outside of those conducted by TELUS as part of their make-ready work.
- b) Contractor will work directly with other contractors engaged by CBBC on various project components including:
 - i. providing or receiving direction or support on various project components from such contractors as appropriate; and,
 - ii. identifying any risks and opportunities to CBBC regarding the project and provide strategies to address them.
- c) As directed by CBBC, Contractor will provide stakeholder communication throughout the project including, but are not limited to, CBBC, CBBC subcontractors, landowners and permitting/regulatory authorities.

6. Permit Requirements

Installations will follow all requirements and obligations requested or contained in permits issued by applicable permit authorities. Permit authorities include but are not limited to: Ministry of Transportation and Infrastructure, TELUS, BC Hydro, Fortis, Province of British Columbia, railway companies and private landowners.

The Contractor is to assess, coordinate, manage, make necessary applications for and assume full financial responsibility for all applicable aspects of traffic control management. This includes but is not limited to: traffic management plans, lane closures, flagging personnel, signage, and paid duty officers.

In addition, the Contractor will coordinate its construction activities with CBBC's environmental and/or archaeological consultants, as applicable, to meet any obligation(s) CBBC may have under the aforementioned permits.

SCHEDULE B – FEES AND TIMETABLE

The Fees, Timetable and progress report for the Construction and the Acceptance Testing for all Work, including all New Segment(s), under this Agreement are as follows:

Zone 1 – November 2025

Zone 2 – November 2025

Zone 3 – March 2026

Zone 4 – November 2025

Zone 5 – August 2025

Fillable Pricing Matrix				
Zone 1	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 2	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 3	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 4	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -
Zone 5	SubTotal	PST	GST	Total
Labour		\$ -	\$ -	\$ -
Equipment		\$ -	\$ -	\$ -
Material		\$ -	\$ -	\$ -
Grand Total	\$ -	\$ -	\$ -	\$ -

SCHEDULE C - CBBC'S DESIGN

[INSERT CBBC DESIGNS AS PER THE RFP]

SCHEDULE D - ACCEPTANCE TESTING

Acceptance Testing will include the following steps:

- (a) All fibre optic strands will be pre-tested with an Optical Time Domain Reflectometer (OTDR) to verify integrity. Test results should be provided to the CBBC Project Manager.
- (b) After end-to-end connectivity on the fibres has been completed, bi-directional OTDR span and power meter testing will be completed. Testing is to occur after the fibre cable is installed and the splicing enclosures have been completed. This ensures that no micro or macro bending problems with the cable or fibre strands will contribute to the loss/attenuation measurements.
- (c) Power meter tests will be completed to verify and ensure that no fibres have been crossed at any of the splice points within the network. Contractor will test and record power level readings on all fibre strands in both directions of transmission (bi-directionally) using the 1310 and 1550 nm wavelengths.
- (d) All OTDR and power meter tests will be completed as follows:
 1. All OTDR traces will be taken from both ends of a segment and recorded using the 1310 & 1550 nm wavelength. Loss/attenuation measurements for each splice point from both directions will be taken and recorded.
 2. The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:
 - i. At 1310 nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.50) + (0.10 \times \text{number of splices})$; and
 - ii. At 1550 nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.50) + (0.10 \times \text{number of splices})$.
 3. Each fibre strand colour must be recorded along with its buffer tube colour or the ribbon colour. The laser source transmit power level using the 1310 and 1550 nm wavelengths will always be recorded together with the receive power level reading at the receiving end of the test.
 4. Copies of all data sheets and tables and one set of CDs or USD storage drives with all traces will be available to CBBC.
 5. A summary of all tests will also be supplied in the format requested in Schedule H (Quality Control Checklist & OTDR Summary Form).
 6. Following emergency restoral, Contractor personnel will perform span test documenting end-to-end attenuation measurement of each fibre and will be completed in both directions at 1310 & 1550 nm wavelengths. Upon permanent repair, new splice loss readings should be no greater than the original splice loss specifications.
- (e) Contractor will take reasonable care to prevent impairment to the signal continuity and performance of the CBBC fibres.

SCHEDULE E - ENVIRONMENTAL REQUIREMENTS

Contractor's Obligations:

1. Ensure the enforcement of industry best environmental practices and/or any additional requirements outlined by CBBC or found within any permitting documents.
2. Contractor must immediately inform the CBBC Project Manager of all contacts and communications with regulatory agencies, the public or other stakeholders regarding environmental issues.
3. Contractor, at a minimum, is responsible for complying with the following specific environmental requirements:
 - (a) Section 1: Petroleum Products Involved
 - Contractor must comply with the Workplace Hazardous Materials Information System of requirements of the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97 and ensure that all pertinent personal protective equipment, spill containment equipment and MSD sheets are on site.
 - All equipment operated on the site shall be in good repair and free of hydraulic leaks and excess surface oil and grease.
 - Fueling and servicing of vehicles and equipment must occur away from all streams, lakes and water bodies.
 - A spill response kit suitable for the size of risk must be available on site.
 - Spills must be properly cleaned up and reported as required by the *Spill Reporting Regulation*, B.C. Reg. 187/2017.
 - (b) Section 2: Risks to Terrestrial Wildlife
 - All materials and equipment used for the purpose of site preparation and project completion shall be operated and stored in a manner that prevents any deleterious substances (e.g., petroleum products, silt, etc.) from entering the ground or water.
 - Contractor shall not knowingly damage or destroy sensitive terrestrial habitat such as nesting or denning sites.
 - Contractor shall take steps to ascertain whether there are any species at risk in the area (as listed / defined in the *Species at Risk Act*, S.C. 2002, c. 29 or the *Wildlife Act*, R.S.B.C., 1996, c. 488). If there are, then Contractor will take such measures as are necessary to comply with species at risk legislation.
 - (c) Section 3: Other Environmental Risks and General Conditions
 - Excessive dust must be controlled using water. Any other proposed dust control measures must be approved by the Contractor Project Manager prior to use.
 - Contractor shall remove any construction materials in connection with the Construction and/or installation of New Segments and all related work.

- Any damage to property caused by Contractor's activity must be fully restored or compensated to the satisfaction of the landowner.
- All materials and equipment used for the purpose of site preparation and project completion shall be operated and stored in a manner that prevents any deleterious substances (e.g., petroleum products, silt, etc.) from entering the ground or water.
- Contractor shall take reasonable care to avoid damaging any land, works, trees or other property that is not a component of the Work.
- Contractor is required to notify landowners prior to accessing their property.
- Contractor will ensure proper fire hazard mitigation procedures are in place, including having fire extinguishers present in or on all vehicles and motorized machinery.

SCHEDULE F - HEALTH AND SAFETY

1. Introduction

CBBC recognizes that both CBBC and its contractors must maintain health and safety programs that require each of them to follow prudent safety practices, including documentation, communication, compliance audits and due diligence in health and safety matters.

2. Contractor's Health and Safety Obligations

2.1 General

During the course of the Construction, Contractor will:

- (a) put in place and maintain health and safety practices and procedures and comply with health and safety standards in accordance with Good Industry Practice and as required by all applicable Laws;
- (b) ensure all safety process, documents and procedures adhere to the BC Construction Safety Alliance best practices as outlined in their Certificate of Recognition (COR) program (or equivalent);
- (c) ensure that its employees, agents, licensees, Subcontractors and invitees are wearing appropriate safety equipment and clothing;
- (d) as required by applicable Laws, complete notice(s) of project with WorkSafeBC, including notices for diving, construction, asbestos, lead and forestry projects;
- (e) ensure that all companies or persons engaged in the Construction are fully covered by workers compensation; and
- (f) notify CBBC's Project Manager of any safety hazards associated with any work.

2.2 Prior to Commencing Construction

Contractor will provide the following to CBBC prior to commencing the Construction:

- (a) a copy of Contractor's health and safety program;
- (b) evidence of Contractor's Worker's Compensation Board registration number, coverage, and a letter of good standing (i.e., WCB clearance letter) issued by the Worker's Compensation Board with respect to Contractor;
- (c) documentation of WCB assessment rate with industry classification standard rate (for current year); and
- (d) names of all employees and Subcontractors that are under twenty-five (25) years old, as required pursuant to sections 3.22 through 3.25 of the OHSR.

2.3 CBBC's Rights to Review

CBBC may, in its discretion:

- (a) review Contractor's safety plans, safety work procedures, risk assessments, training records, site and equipment inspections, meeting records and the pertinent standards, guides and regulations; and
- (b) conduct informal inspections and formal audits of Contractor's occupational health and safety practices.

3. Reporting Requirements

3.1 Definitions

"Minor Incident" means:

- (a) any incident or accident which results in a first aid injury to any employee of CBBC, any CBBC Affiliate, Contractor, other Contractor Party or third party;
- (b) any incident or accident which results in lost time or medical injury to any employee of CBBC, any CBBC Affiliate, Contractor, other Contractor Party or third party;
- (c) all near misses or close call events; and/or
- (d) vehicle, equipment or property damage under \$10,000.

"Major Incident" means: direct threat of violence or any kind of violence to any employee of CBBC, any CBBC Affiliate, Contractor, other Contractor Party or third party; or

- (a) any fire started in the performance of the Work;
- (b) any incident or accident which results, directly or indirectly, in serious injury to any employee of CBBC, any CBBC Affiliate, Contractor, other Contractor Party or third party;
- (c) any incident, close call or near miss which had the potential for a serious injury;
- (d) any incident or accident involving the major release of a hazardous substance;
- (e) any incident or accident involving a major structure failure or collapse;
- (f) acts of violence or physical abuse;
- (g) any incidents required to be reported by any applicable Laws; or
- (h) vehicle, equipment or property damage over \$10,000.

3.2 Reporting Requirements

Contractor will:

- (a) notify CBBC's Project Manager by phone immediately after any Major Incident resulting, directly or indirectly, from the performance of the Construction;
- (b) notify CBBC's Project Manager by phone, fax or email within 24 hours after any Minor Incident resulting, directly or indirectly, from the performance of the Construction;
- (c) provide copies of any incident investigations for incidents or accidents resulting, directly or indirectly, from the performance of the Construction;

- (d) notify CBBC's Project Manager of any relevant public or other third party inquiries including by any Governmental Authority regarding regulatory or health and safety issues;
- (e) forward to CBBC's Project Manager within 24 hours of receipt by Contractor copies of any regulatory inspection reports related to the Construction;
- (f) provide to CBBC's Project Manager copies of all "tailboard, tailgate or toolbox" meeting notes conducted during the course of the Construction; and
- (g) provide to CBBC's Project Manager at any time during the course of the Construction, a summary of safety statistics associated with the Construction, including monthly exposure hours (hours worked), the number of first aid events, medical aid events, near misses, lost time injuries, workdays lost, equipment failures and property and equipment damage events resulting, directly or indirectly, from the performance of the Construction.

SCHEDULE G - SUBCONTRACTORS

Subcontractor Name	Scope of Work to be Performed	Prior Applicable Work Experience	Key Personnel Name & Role

SCHEDULE H - QUALITY CONTROL CHECKLIST & OTDR SUMMARY FORM

Aerial						
FOSCs installed at each location identified on IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Visual inspection of cable shows no rough treatment and or sharp bending that may have caused crushing or kinking	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Slack Loops (and lengths) installed at each location identified on IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Pilaster installations meet IFC detail drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
CBBC cable tag IDs placed at all applicable locations	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Route follows IFC drawing and pole location placement as per 3rd party attachment requirements	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Overlashing wire inspected for wrap tightness, wire clamps (bug nuts) properly secured	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify self support strain relief hardware is present and correctly installed	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify drip loops are installed as per cable specification and pole attachment requirement	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify anchors (down guys) are present where required. If working in 3rd party space, alert owner if anchors are required and not present	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Confirm all road crossings (incl. driveways) meet minimum height requirements as required by applicable permit authority	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Ready for 3rd party attachment inspection (e.g. TELUS, BCH)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

Undeground						
Verify running line location and offsets are in accordance with the approved plans	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify conduit, cable, tone cable, warning tape depths are as specified on IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Visual inspection of cable shows no rough treatment and or sharp bending that may have caused crushing or kinking	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify conduit bends and sweeps meet applicable manufacturer specifications	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify duct jointing is completed as the pipe or duct is installed utilizing manufactured mechanical external couplings compatible with the type of duct being placed and with the method of cable placement to be used. Duct joints shall be made secure and capable of allowing compressed air to be used for installing a pull line and / or blowing cables measured by applicable static pressure test.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify conduit/pipe ends are cut square to provide flush-butting surfaces when spliced and inside edges are free of burrs that could impede the cable installation operations. Ends of innerducts shall be sealed to keep dirt and debris from entering. Manufactured compression plugs or other approved seals shall be used in sealing duct ends.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify backfill and compaction is in accordance with the plans and specifications, or jurisdiction authority, whichever is more stringent, on finished areas including road surfaces, road shoulders, parking areas, lawns, and public right-of-ways.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify pull and/or splice boxes have been installed as per manufacturer specification	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify pull and/or splice box covers are at or slightly below grade and will not interfere with road clearing activities	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify pull and/or splice boxes contain adequate drainage base material (as location may require)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

Marine						
Verify running line location and offsets are in accordance with the approved plans and specifications.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Visual inspection of each landing site completed	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Confirm installation of "No Anchor" post and sign	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify conduit, cable, warning tape depths are as specified on IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify iron ductile split pipe is joined with approved stainless steel hardware and all connection points have hardware	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify iron ductile split pipe is anchored to rock of cliff edge as per IFC detail	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify duct jointing is completed as the pipe or duct is installed utilizing manufactured mechanical external couplings compatible with the type of duct being placed and with the method of cable placement to be used.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify conduit/pipe ends are cut square to provide flush-butting surfaces when spliced and inside edges are free of burrs that could impede the cable installation operations. Ends of entry duct shall be sealed to keep dirt and debris from entering. Manufactured compression plugs or other approved seals shall be used in sealing duct ends.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify backfill and compaction is in accordance with the plans and specifications, or jurisdiction authority, whichever is more stringent, on finished areas including beach fronts, foreshores, road surfaces, parking areas, lawns, etc...	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify cable strain relief anchor is present and secured within landing vault	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

Splice Closures & Slack Loops						
Verify closure is properly installed per the manufacturers specification	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
CBBC cable tag IDs placed at all applicable locations	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
FOSCs installed at each location identified on IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Slack Loops (and lengths) installed as per requirements on IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Inspection of FOSCs, (randomly selected) for correct strain relief, grounding, splicing tray neatness, etc...	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

Marker Posts						
Marker shall be placed per the plans and specifications.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify that neighboring markers can be seen at each marker site.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Markers shall be placed at all access points and in a location that will not interfere with future maintenance.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify that marker posts are plumb and marker signs are level and facing the travel lane.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify that markers are placed prior to placement of cable.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify that compaction is adequate following placement of marker post.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify information on signs is correct per the plans and specifications.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify the marker post has been installed at a minimum burial depth per the plans and specifications.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

Tone Wire						
Verify tone wire meets the conductor type, gauge and sheath requirements of the plans and specifications.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify that the tone wire is terminated or grounded as specified on the plans and specifications.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Tone wire access point splices are not used in direct buried applications.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Tone wire access point splices may be mechanically crimped with butt sleeves, corrosion protection applied, and properly taped per the plans and specifications or made in a jelly-filled splice closure.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
All direct buried tone wire splice shall include a jelly-filled splice closure to protect the conductor from corrosion.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
The tone wire shall include a minimum of (10') foot of slack coiled inside all access points.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify tone wire insulation is free from obvious damage.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify testing of the tone wire for connectivity.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

Splicing and Testing						
Verify splicing architecture has been completed as per IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Confirm all fusion splices performed meet the applicable project acceptance testing guidelines	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Verify OTDR testing has been completed on all installed fibre strands (1305 & 1550nm), from A locations to B locations, based on IFC fibre architecture and testing has been bi-directional	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

As-built						
Document all changes from the approved plans and specifications to the as-built drawings.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Submit all as-built markups (red for additions, green for deletions)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Record via GIS: fibre route, splice & slack locations, vault locations, risers, pole contacts, etc... in supplied CBBC data dictionary format	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Label applicable fibre patch cords & patch panels as per IFC drawings	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Submit photographs of labeled panel positions and/or cables at termination locations	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Submit photographs of building entrances (interior and exterior), pole laterals, and vaults	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Submit any additional relevant photographs of before/during/after construction	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Confirm submission of all OTDR testing, in both TRC & PDF file format from testing machine	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A
Confirm submission and completion of CBBC supplied OTDR testing summary form	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A

OTDR Summary Form

[illegible]

SCHEDULE I - PRIVACY PROTECTION

In this Schedule CBBC is called “**Public Body**”

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual; and
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor’s collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within five (5) Business Days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within five (5) Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure.

The Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SCHEDULE J - REPORTING

*Reporting requirements to be finalized prior to commencement of Construction.

SCHEDULE K – PROJECT CHANGE ORDER REQUEST TEMPLATE

PCO#: _____	COLUMBIA BASIN BROADBAND CORPORATION	<small>A SUBSIDIARY OF</small> Columbia Basin trust
<h3 style="margin: 0;">Project Change Order Request</h3>		
Project Name: _____	IMS No.: _____	
Submitted By: _____	Date: _____	
Company Name: _____	Location: _____	

Impact on:	Material Specification <input type="checkbox"/>	Schedule <input type="checkbox"/>
	Scope of Work <input type="checkbox"/>	Method of Construction <input type="checkbox"/>

Description of Impact: *Please explain below the reason(s) why you have made your selection above.*

Associated Cost/Schedule Impact: *Please indicate below the cost/schedule impacts of this Project Change Order Request. Include supporting documentation that outlines Labour, Equipment & Material needed to complete the work.*

Total Cost (including applicable taxes): \$ _____

Contractor Project Manager		
Print Name	Signature	Date

*By signing above, the Contractor acknowledges that they will not commence work or incur any costs outside the Scope of the Project Development Agreement until such time as they have received this document back Approved and in a fully signed and executed state.

For CBBC Office Use ONLY:

Action:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	PCO#: _____
---------	-----------------------------------	---------------------------------	-------------

Comments:

CBBC Project Manager		
Print Name	Signature	Date

Revised: December 21, 2021

Appendix E Designs

Proponents may request access to CBBC's Designs from the CBBC Contact Person by November 4, 2024 to inform their RFP response. Proponents must enter into a Non-Disclosure Agreement with CBBC by November 12, 2024, in the form provided by CBBC, to receive the additional information.