



BC 1 CALL

Members Agreement

This Agreement made on the day of _____, 20__, (the “Effective Date”).

BETWEEN

BC ONE CALL LIMITED

2500-700 West Georgia Street, Vancouver, B.C. V7Y 1B3

(the “Supplier”)

AND

(the “Member”)

In consideration of the covenants, representations and conditions contained herein and other good and valuable consideration, the parties covenant and agree as follows:

The Member hereby retains the Supplier to provide the services set forth in the Terms and Conditions attached to and forming part of this Agreement and the Supplier agrees to provide the Services in accordance with the Terms and Conditions attached and subject to receipt of the fees therein specified.

1. Attached as Section C - Appendix A are particulars respecting the Member required by the Supplier and the Member covenants that the information contained therein is true and correct as of the date hereof.

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- 2. In accordance with the provisions Appendix B attached, the applicable joining fees shall be \$ 50.00, payable upon execution of this Agreement.

- 3. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, mailed by pre-paid mail or sent by email to the parties as follows: to the Supplier at:
email: info@bc1c.ca
and to the Member at email: _____

- 4. Any notice in writing given in the matter set out above shall be deemed given if and when personally delivered, or if mailed in the matter herein provided, shall be deemed given five days after posting. If any said notice be sent by facsimile transmission, it shall be deemed received the next day following said transmission. **NOTE** Notifications will be transmitted as set out in the attached Terms and Conditions.

- 5. The Terms and Conditions attached, Section C - Appendix A - Member Information Form and Section C - Appendix B - Member Fees attached hereto are to be read into and form part of this Agreement and the whole shall constitute the contract between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SUPPLIER:

MEMBER:

BC ONE CALL LIMITED

Per:  _____

Signature of Authorized Representative

Mike Ippen, Exec. Director

Per: _____

Signature of Authorized Representative

Name and Title of Person Signing

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NOTE In order for BC One Call to process your new membership promptly, please return the signed and dated document to:

*BC One Call Limited
Attn: Member Services
9768 Third Street,
Sidney, BC V8L 3A4*

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BC1C.CA 1-800-474-6886 BC 1 CALL, 9768 THIRD ST, SIDNEY BC, V8L 3A4

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Agreement and in all Appendices attached hereto, unless the contrary is expressly stated:

- (a) **“Activation Date”** shall mean that date on which the Member is a part of the System and capable of receiving Notifications;
- (b) **“After Hours”** shall mean those hours of each and every day excluding Operating Hours;
- (c) **“Agreement”** shall mean this Agreement and all Appendices attached to and which form a part of this Agreement as it may be amended from time to time in accordance with the terms hereof and the expressions “herein”, “hereof”, “above” and “below” and similar expressions refer to this Agreement and where applicable, to the appropriate Appendices hereto;
- (d) **“Authorized Subcontractor”** shall mean a subcontractor with whom the Supplier has contracted to perform the obligations of the Supplier herein (excluding those described in paragraphs 2.1 and 2.2) in accordance with the provisions of paragraph 2.7 below;
- (e) **“Notification Centre”** (formerly referred to in previous versions of the Members Agreement as “Call Centre”) shall mean the premises and / or the infrastructure maintained by the Supplier to provide the service;
- (f) **“Notification Centre Services”** shall mean the services described as such in paragraph 2.3 below;
- (g) **“Cancellation”** shall mean an outgoing communication from the Supplier to the Member and/or Requestor which advises the Member that a notification has been cancelled;
- (h) **“Correction”** shall mean an outgoing communication from the Supplier to the Member and/or Requestor which advises the Member that the information on a Notification has been revised;
- (i) **“Data”** shall mean information and material provided from time to time by the Member to the Supplier as to the location of the underground infrastructure which are the property of or under the control of the Member;
- (j) **“Database”** shall mean a geographic system created and maintained by

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- the Supplier to contain the Data supplied by the Member to the Supplier;
- (k) **“Emergency Locate Request”** shall mean an outgoing request for locates from the notification service provider which has a lead time of less than 2 hours where ground disturbance is required to correct a condition that poses an immediate threat to life, health or property. The Excavator must be on site or en route to the site to begin the work;
 - (l) **“Excavator”** shall mean any person, partnership, corporation, public agency, agent or other entity that is responsible for carrying out a ground disturbance;
 - (m) **“Homeowner”** shall mean the owner or tenant of a residential lot or farm **whose locate request is restricted to that particular lot or farm and who is functioning as an excavator on that private property;**
 - (n) **“Information”** shall mean information with respect to the Member’s organization as detailed in the Member Information Form, attached as Appendix “A” hereto;
 - (o) **“Law”** shall mean the Laws in force in the Province of British Columbia and as amended from time to time;
 - (p) **“Locate Request”** shall mean an incoming communication from an Excavator (Requestor) which advises the Supplier of the Requestor’s intent to disturb the ground at a particular location and requests that the Member be notified of this intent and the locations of members’ Underground Infrastructure be identified at that location prior to the Requestor disturbing the ground;
 - (q) **“Notification”** shall mean an outgoing transmission, from the Supplier to the Member, which advises the Member of the Requestor’s intent to disturb the ground and provides relevant contact information, scope of work and the location of the site substantially in the form of Appendix C attached;
 - (r) **“Operating Hours”** shall mean during business days, the Supplier shall process locate requests received by phone between 0800 hours and 1630 hours in the time zone local to the service area, and shall accept emergency locate requests by phone and any other request type via web site 24hrs/day 7 days/week;
 - (s) **“Owner”** shall mean any owner or operator of Underground Facilities in the Province of British Columbia who has entered into a Member’s Agreement

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with the Supplier.

- (t) **“Priority Locate Request”** shall mean “an outgoing request for locates from the Supplier to the Member which has a lead time of more than 2 hours but less than 3 days, where excavation is required to correct a condition that poses a potential threat to life, health or property;
- (u) **“Relocate”** shall mean a request from an excavator that previously-marked locations be re-marked;
- (v) **“Requestor”** shall mean the person submitting the Locate Request;
- (w) **“Requestor ID”** shall mean a process where each Requestor’s contact information is stored in the system;
- (x) **“Retransmission”** shall mean a duplicate Notification transmitted at the request of the Member;
- (y) **“Services”** shall mean the services to be provided by the Supplier to the Member as described in section 2 below, including, without limitation, the “Notification Centre Services”;
- (z) **“Short Notice Locate Request”** shall mean an outgoing request for locates from the Supplier to the Member where the Requestor requests a response prior to the minimum notice period;
- (aa) **“System”** shall mean the computer hardware and software and telecommunications systems operated by the Supplier to provide the Notification Centre Service to Excavators and Members;
- (bb) **“Ticket Number”** shall mean a unique number assigned to each Locate Request for reference and record keeping purposes;
- (cc) **“Toll Free Telephone Number”** shall mean collectively: the toll free telephone number for receiving long distance calls at the Notification Centre, such number currently being 1-800-474-6886 (Toll Free).
- (dd) **“Underground Infrastructure”** shall mean cables, ducts, equipment, pipes, or vaults buried in public and private property or rights-of-way and;
- (ee) **“Update”** shall mean a notification that an Excavator has changed the site location on a locate request, cancelling the previous Notification and generating a new Ticket Number.

1.2 The article and paragraph headings contained in this Agreement and in all Schedules attached hereto are for convenience of reference only and shall not affect

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the construction or interpretations of the provisions hereof.

2. OBLIGATIONS OF THE SUPPLIER

In consideration of payment of the Fees specified in Appendix B by the Member and subject to the Member complying with its obligations set out in section 3 below, the Supplier shall provide the Services to the Member, which shall consist of the following:

2.1 PROMOTION PROGRAM. The Member acknowledges the advantages to it of an advertising, promotion and liaison program (the “Program”), which would:

- (a) Recruit additional owners or operators of Underground Infrastructure in the Province of British Columbia to enter into Member agreements with the Supplier in order to achieve economies of scale and wider use of ClickBeforeYouDig.com website and the Toll Free Telephone Number by Excavators;
- (b) Advertise and promote, on behalf of all Owners, use by Excavators of the Notification Centre, and ClickBeforeYouDig.com website in order that persons in British Columbia are aware of the website and click before they dig; and
- (c) Liaise with government and other regulatory bodies regarding owners and operators of Underground Facilities in relation to persons digging or excavating.

2.2 TERMS. The Supplier shall utilize a portion of the Fees collected by all Owners to fund such a Program on the following terms and conditions;

- (a) the Supplier reserves the right to place and develop all advertising, promotion and liaison efforts in connection with the Program either directly or through an advertising agency or other subcontractor retained or formed for such purpose;
- (b) the Member understands and acknowledges that all advertising and promotion undertaken as part of the Program (whether detailed herein or otherwise) is intended to maximize general public recognition of the Notification Centre, the ClickBeforeYouDig.com website, the Supplier’s website and the Toll Free Telephone Number for the benefit of all Owners, including the Member, and the Supplier undertakes no obligation to ensure that any particular Owner, including the Member, will benefit directly or

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pro-rata from the placement or conduct of such advertising and promotion;
and

- (c) the Member acknowledges that a portion of the Fees shall be disbursed, as the Supplier determines appropriate, to assist in all aspects of the marketing and promotion of the Notification Centre, the Supplier's website, ClickBeforeYouDig.com website and call-to-action, and the Toll Free Telephone Number including, without limitation, the following purposes: public relations, promotional and advertising programs, government representation and owner and operator recruitment as Members; and
- (d) the Member acknowledges that all copyrights in the advertising and promotion undertaken as part of the Program shall be the property of the Supplier. Notwithstanding the foregoing, neither the Supplier nor any subcontractor (including an Authorized Subcontractor) or agent of the Supplier shall use or display the Member's name, trademark, logos or any proprietary marks or designations of the Member without its prior written consent.

2.3 NOTIFICATION CENTRE SERVICES. The Supplier shall do the following (collectively the "Notification Centre Services"):

2.3.1 DATABASE AND DATA

- (a) The Supplier shall create and maintain a Database to contain the Data supplied by the Member.
- (b) The Database may be a grid system based on legal land descriptions, or any other geospatial reference.
- (c) The Supplier, at his sole discretion, may put in place other systems to take advantage of technological advances.
- (d) The Member shall provide Data back to the Supplier in a format acceptable to the Supplier. The Data shall indicate all areas of the appropriate Databases the Member has underground infrastructure.
- (e) The Data provided by the Member shall include all the known underground infrastructure situated throughout the province of British Columbia that are owned, operated or under the control of the Member and/or its parent,

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subsidiaries, affiliates and related companies.

- (f) Within fourteen (14) days of receipt of the Data described in paragraph 2.3.1(d), the Supplier shall enter the Data into the appropriate Databases and return a copy of the data to the Member for verification.
- (g) The User shall review the Data, make any required changes, additions or deletions and confirm its accuracy in writing back to the Supplier. The Data will not be live until it is verified and received back from the User. The Member shall return such verification of Data within fourteen (14) days of receipt of any request for same from the Supplier.
- (h) The Member shall update and/or verify his Data at least annually.
- (i) Responsibility and Records: The Supplier assumes no liability or responsibility for the accuracy of Data supplied by the Member and shall retain copies of all documents provided by the Member for a minimum of seven (7) years for future reference should a dispute arise concerning the accuracy of the Data.

2.3.2 OPERATION AND PROCEDURES

- (a) Receipt of Excavator requests: Following the Activation Date, the Supplier shall operate the Notification Centre such that during the Operating Hours operators shall be available to receive telephone calls from Excavators on the Toll Free Telephone Number or electronic requests through the website inquiring, inter alia, about the location of the Member's Underground Facilities. The Supplier shall be and remain the "customer of record" with respect to the Toll Free Telephone Number. The Supplier will provide a number of consecutive lines to handle incoming inquiries with a minimum of hold time and shall answer all such calls quickly and efficiently. Separate telephone lines numbers shall be maintained by the Supplier in order to conduct the normal administrative activities of the Notification Centre.
- (b) After Hours: During After Hours, the Supplier will take Emergency Locate Requests:
 - (i) If the caller indicates he or she is calling to advise that Underground Infrastructure has been damaged:
 - (ii) The Agent shall attempt to determine from the caller what Underground Infrastructure has been damaged and, from the

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- database, determine what Members have Underground Infrastructure in the area described by the Caller;
- (iii) if Members have Underground Infrastructure in the area, the Supplier shall transmit the information obtained to the Members at such Member's emergency telephone numbers as specified in the Member Information Form (Appendix A);
 - (iv) If the caller indicates he or she is calling to obtain an Emergency Locate Request, the operator shall:
 - [a] transmit the information obtained to the Members at such Member's emergency telephone numbers as specified in the Member Information Form (Appendix A);
- (c) Planned Excavation Date: The Suppliers' operators shall ask the Excavator the date on which he or she plans to begin excavation activities. If the Excavator will not be commencing excavation activities within time lines designated by the Member companies, the Supplier shall not accept the Excavator's Locate Request except where the Excavator specifies that the Excavator requires the location of the Member's Underground Infrastructure to be marked above ground for planning or design purposes only.
- (d) Ticket Numbers: The Supplier shall assign a Ticket Number to each Locate Request.
- (e) Member Notification: The Supplier shall determine in accordance with the Member's Data, whether the Member has Underground Infrastructure located in the geographic area described by the Excavator. In the event the Supplier determines the Member has Underground Infrastructure located in such area, the Supplier will so advise the Excavator and shall provide Notification to the Member in accordance with the following schedule:
- (i) Emergency Locate Requests shall be transmitted by the Supplier to the Member within five minutes of receipt of the Locate Request. After hours, the Supplier shall contact the Member to advise of the Notification within ten minutes of receipt of the Locate Request.
 - (ii) Priority Locate Requests shall be transmitted by the Supplier to the Member within fifteen minutes of receipt of the Locate Request;
 - (iii) Short Notice Locate Requests shall be transmitted by the Supplier to the Member within thirty minutes of receipt of the Locate Request;

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and

- (iv) Locate Requests shall be transmitted by the Supplier to the Member within two hours of receipt of the Locate Request.
- (f) Transmission of Notification to Member: The Supplier will utilize email and secure transmission (FTP or SFTP) methods to communicate Notifications and related documents to the Member. It shall be the responsibility of the Member to ensure it is capable of receiving Notifications. The Supplier, at its sole discretion, may introduce other methods of communicating Notifications to the Member to improve efficiency and to take advantage of technological advances.
- (g) Information to Requestor: After obtaining the requisite information from the Excavator to complete a Locate Request, the Supplier shall advise each Excavator of the following:
 - (i) whether the Member appears to have Underground Infrastructure located in the geographical area described by the Excavator;
 - (ii) if so, advise the Excavator that the Member will be notified by the Supplier and the Excavator will be further advised not to commence any digging, excavating or similar work in the area until contacted by the Member and any other Owners that have Underground Infrastructure in the area; and
 - (iii) that the Excavator remains responsible to contact any other parties who may have Underground Infrastructure in the described area
 - (iv) Excavator Identification: Frequent users' contact information shall be stored by the system, and shall be retrieved by either entering the email address or customer name.
- (h) Records and Verification: The Supplier shall maintain in accordance with the following provisions, records and verifications of its activities as follows:
 - (i) The Supplier shall voice record all Locate Requests (including for clarity the Supplier's responses thereto) and shall store such recordings for a minimum period of three years;
 - (ii) The Supplier shall retain and store, for a minimum of seven years, a record of all Locate Requests, Notifications and all documents comprising the Member's Data; and
 - (iii) At the conclusion of each regular working day, a list of all Ticket

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Numbers sent to each EDT Member Destination Code shall be transmitted by the Supplier to those Destination Codes to allow such Member to verify that all Notifications for the preceding twenty-four-hour period were in fact received.

All such records and verifications pertaining to the Member shall be made available to the Member upon request and within a reasonable period of time.

- (i) Notification of Damage: The Supplier shall transmit to the Member any advice received by the Supplier that Underground Infrastructure has been damaged, immediately upon its receipt, to the Member at such Member's emergency telephone number, as specified in the Member Information Form (Appendix A);

2.4 INSURANCE. Without restricting the generality of section 5 - Indemnification, the Supplier shall provide, maintain and pay for the insurance coverages specified in this paragraph 2.4 – Insurance. Unless otherwise stipulated, the duration of each insurance policy shall be from the Effective Date of the Agreement until expiration of the term of the Agreement.

2.4.1 GENERAL LIABILITY INSURANCE. Commercial General Liability Insurance in the name of the Supplier and any Authorized Subcontractor of the Supplier, shall be placed with limits of not less than \$10 million, Canadian Funds, applicable to any single occurrence of personal injury or property damage in relation to the provision of Notification Centre Services and operation of the Notification Centre and having a property damage deductible not exceeding \$2,500. To achieve the desired limit, umbrella or excess liability insurance may be used.

2.4.2 INSURANCE PROVISIONS. Each Comprehensive General Liability Insurance Policy specified in this section shall:

- (a) be underwritten by insurers licensed to carry on business in the Province of British Columbia; and
- (b) contain provisions extending coverage to cover contractual liability.

2.5 CONFIDENTIALITY COVENANTS. The Data provided by the Member shall remain

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strictly confidential and the Supplier shall not disclose, save as is required in providing the Services or otherwise pursuant to this Agreement, any Data to any person other than to an Authorized Subcontractor of the Supplier as contemplated in paragraph 2.7 below. The Supplier shall take reasonable precautions against the Data being used or acquired by any person, in any event at a minimum exercising the same degree of care as the Supplier uses in preserving the confidentiality of its own confidential information of a similar type. The Member's Data and the Member's Data contained in the Database may be disclosed only in a blended manner that does not highlight or distinguish the confidential information provided by a particular Member.

2.5.1 EXCEPTION. The Supplier shall, with respect to each Member's Data disclosed to it, be permitted to disclose all or part of such information without Supplier incurring liability to the Member as follows:

- (a) if the Supplier is required by applicable Law, or is ordered by a Court or other Governmental Body of competent jurisdiction to disclose such information;
- (b) such information was previously known to the receiving party free of any obligation to the Supplier to keep it confidential; or
- (c) such information has been previously publicly disclosed.

2.6 INTELLECTUAL PROPERTY. The Supplier covenants that all computer software, computer hardware, telecommunications equipment or other intellectual property used by it in connection with the Notification Centre shall in no way infringe upon any patent, copyright, trademark or other proprietary interest of any other owner, operator or member of any similar system and the Supplier shall indemnify and hold harmless the Member in respect of any loss, damage, liability, claim, costs or expenses, including legal fees and expenses sustained by or brought against the Member in connection with utilizing the services of the Supplier.

2.7 AUTHORIZED SUBCONTRACTOR. Notwithstanding the provisions of paragraph 7.1 below, the Supplier may, assign all of its rights and obligations hereunder (excepting paragraphs 2.1 and 2.2) to a Subcontractor who has been authorized and approved by the Supplier in writing (an "Authorized Subcontractor"). The Supplier hereby approves Alberta One-Call Corporation. As an Authorized Subcontractor as

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contemplated in the foregoing sentence. The Member hereby also acknowledges that pursuant to a Subcontract Agreement between Alberta One-Call Corporation. As Authorized Subcontractor and the Supplier, the obligations of the Supplier thereunder (excepting paragraphs 2.1 and 2.2) have been assigned to and assumed by Alberta One-Call Corporation. The Supplier hereby authorizes and directs the Member to provide to Alberta One-Call Corporation the Data, any verification or updating of the Data, the Member Information Form and copies of any notices or communications given pursuant to the provisions of this Agreement. The Member acknowledges such direction and authorization and will provide such Data and communications in accordance with same. The Member will cooperate in all respects with the Authorized Subcontractor in connection with provision of Services by the Authorized Subcontractor. Notwithstanding the foregoing, the Member's approval of any subcontractor hereunder shall not create any contractual relationship between Member and the subcontractor or relieve Supplier of its sole responsibility for all acts or omissions of its subcontractors.

3. OBLIGATIONS OF THE MEMBER

The Member shall:

3.1 FEES. Pay all applicable charges as set out in Appendix B hereto, and as further specified in the Agreement to which these Terms and Conditions are attached, as and when due.

3.2 PROVISION OF DATA. Members shall provide data in a format compatible with the base map and software provided in the system. The preferred format is digital geospatial data to minimize data manipulation errors. The Supplier will accept data in other formats if the Member is unable to provide digital data. The data provided by the Member shall include, at a minimum, all the known Underground Infrastructure operated or under the control of the Member and/or its parent, subsidiaries, affiliates and related companies.

3.3 UPDATING. Provide to the Supplier, forthwith and as requested by the Supplier, notification of any changes in, deletions from or additions to the Data such that the Data provided to the Supplier is current and accurate at all times.

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3.4 VERIFICATION. Provide to the Supplier, notwithstanding the provisions of paragraph 3.3 above, annually during the continuance of the Agreement, verification, in a form satisfactory to the Supplier acting reasonably, of the Data as reflected in Data Base in accordance with the provisions of paragraph 2.3.1 above.

3.5 RESPONSE. Within three full business days of receiving Notification from the Supplier, the Member shall either:

- (a) Identify and mark the location of their underground infrastructure;
- (b) Contact the excavator to arrange a mutually acceptable time to complete the locates;
- (c) Provide clearance to proceed with the project, or
- (d) Follow any other method of response to the locate request approved by legislation that may be introduced from time to time.

4. TERMINATION

4.1 EVENT OF DEFAULT. In the event one party does not fulfill its obligations hereunder in any material manner, the other party may send a written notice to the party in default stating the nature of the default. If the defaulting party has not corrected such default within 20 days from receipt of the Notice, the other party may terminate this Agreement by sending the defaulting party no less than 10 days prior written notice of its intention to do so.

4.2 TERMS TO SURVIVE. The provisions of this agreement which by their context are intended to survive termination shall survive notwithstanding such termination including, without limitation, the provisions of paragraphs 2.5, 4.6, 4.7 and section 5.

4.3 INSOLVENCY. Notwithstanding the foregoing, this Agreement may be terminated by either of the parties upon the happening of any one or more of the following events:

- (a) the other party is liquidated, wound-up or dissolved, either voluntarily or involuntarily;
- (b) the other party commits an act of bankruptcy or insolvency as defined by the Bankruptcy Act of Canada or a petition, assignment, arrangement,

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reorganization or proposal in Bankruptcy is filed by or against the other party; or

(c) the other party makes an assignment for the general benefit of its creditors.

4.4 FEES ON TERMINATION. Notwithstanding termination of this Agreement, the Member shall be responsible to the Supplier for all fees payable in connection with the Services accruing up to and including the date of termination. Such fees shall be payable within 30 days of such termination occurring.

4.5 NO REFUND. In the event that this Agreement is terminated in accordance with the provisions of this section 4, there shall be no refund or credit to the Member of any joining fees.

4.6 RETURN OF DATA. Subject to the requirements to retain records pursuant to paragraph (2.3.1), forthwith following termination, the Supplier shall return to the Member all Data provided by the Member to the Supplier and, upon receipt of a written request from the Member, shall delete from its Data Base all information relevant to the Member.

4.7 TRANSITION. The parties hereto shall act reasonably in order to affect a smooth transition from the Notification Centre facilities to any system or facilities to be utilized by the Member with respect to Excavator inquiries relating to location of the Member's Underground Facilities following termination.

5. INDEMNIFICATION

5.1 The Supplier shall indemnify and in addition, hold harmless the Member, and its directors, officers, employees, agents, subcontractors or servants in respect of any loss, damage, liability, penalty, fine, claim, cause of action or cost, including, without limitation, reasonable legal fees on a solicitor-client basis, of every nature and kind whatsoever, sustained by or brought against the Member attributable to a negligent act or omission, willful misconduct or breach of obligations under this Agreement by the Supplier or any of its subcontractors (including an Authorized Subcontractor), agents or representatives.

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5.2 The Member shall indemnify and hold harmless the Supplier, and its directors, officers, employees, agents or servants in respect of any loss, damage, liability, penalty, fine, claim, cause of action or cost, including, without limitation, reasonable legal fees on a solicitor-client basis, of every nature and kind whatsoever, sustained by or brought against the Supplier attributable to a negligent act or omission, willful misconduct or breach of obligations under this Agreement by the Member or any of its subcontractors, agents or representatives

6. PROCEDURE OF INDEMNIFICATION AGAINST THIRD PARTY CLAIMS

- (a)** Where a party becomes aware of any demand or claim, which could be a cause of indemnification that it wishes to make, it must promptly notify the other party of its intention to make a claim.
- (b)** Promptly upon receipt by either the Supplier or the Member (herein referred to as the “Indemnitee”) of notice of any third party claim in respect of which the Indemnitee proposes to demand indemnification from the other party to this Agreement (the “Indemnitor”), the Indemnitee shall give notice to that effect to the Indemnitor with reasonable promptness.
- (c)** The Indemnitor shall have the right by notice to the Indemnitee not later than 30 days after receipt of the notice described in (a) to assume the control of the defense, compromise or settlement of the third-party claim, provided that such assumption shall, by its terms, be without cost to the Indemnitee.
- (d)** Upon the assumption of control by the Indemnitor as aforesaid, the Indemnitor shall at its expense diligently proceed with the defense, compromise or settlement of the third party claim at Indemnitor’s sole expense, including employment of counsel reasonably therewith. The Indemnitee shall cooperate fully, but at the expense of the Indemnitor, to make available to the Indemnitor all pertinent information and witnesses under the Indemnitee’s control, make such assignments and take such other steps as in the opinion of counsel for the Indemnitor are necessary to enable the Indemnitor to conduct such defense, provided always that the

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Indemnitee shall be entitled to reasonable security from the Indemnitor for any expense, costs or other liabilities to which it may be or may become exposed by reason of such cooperation.

- (e) The final determination of such third-party claim, including all related costs and expenses, will be binding and conclusive upon the parties hereto and the Indemnitee as to the validity or invalidity, as the case may be, of such third party claim against the Indemnitor hereunder.
- (f) Should the Indemnitor fail to give notice to the Indemnitee as provided in subparagraph (c), the Indemnitee shall be entitled to make such settlement of the third party claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the third-party claim shall be binding upon the Indemnitor.

7. ASSIGNMENT

7.1 PROHIBITION. Subject to the provisions of paragraph 2.7 above, neither party may assign their rights or obligations under this Agreement, or any part thereof without the express written consent of the other given in writing. Such consent not to be unreasonably withheld. Any prohibited assignment shall be null and void. No assignment shall operate to release the assigning party from its obligations hereunder.

8. EXCUSABLE DELAY

Notwithstanding anything to the contrary contained in this Agreement, if either party is prevented or delayed from complying with any of the terms of this Agreement and such failure is occasioned by any cause beyond its reasonable control including, without limitation, the operation of any Law, regulation or order of government or any other duly constituted authority, labour dispute or disturbance, strike, lockout, riot, war, interference by civil or military authority or act of God, but excluding only finances, then that party shall not be liable to the other party for any damage or loss to person or property or costs or charges associated therewith or occasioned thereby and the time for performance of the parties obligations under this Agreement shall be extended by a period of time equal to the time required to remove or remedy the excusable delay; provided always that should the Member be prevented, through excusable delay as set out herein, from providing Data to the Supplier in accordance

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with the terms hereof, the Supplier may at its sole discretion, refuse to give out to Excavators information as to the Underground Facilities which are the property of the Member, until such time as the excusable delay is remedied and the Data supplied by the Member to the Supplier is verified in accordance with the provisions of paragraph 2.3.1.

9. GENERAL

9.1 AMENDMENT. This Agreement may only be amended by further written agreement executed and delivered by both parties.

9.2 WAIVER. Except as otherwise provided herein, no term or provision, nor any representation, warranty or condition herein granted shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any such consent or waiver shall not constitute a consent to, waiver of, or excuse for any other similar, different or subsequent breach.

9.3 UNENFORCEABLE TERMS. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or a circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant or condition shall be valid and shall be enforceable to the fullest extent permitted by Law.

9.4 WHOLE AGREEMENT. The parties acknowledge that the Agreement contains the whole of the agreement between the parties as to the subject matter herein contained.

9.5 ENUREMENT. This Agreement shall apply and enure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto provided always that nothing in this paragraph shall impair any of the foregoing provisions prohibiting assignment of this Agreement without the written consent of the other party.

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9.6 INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. Under no circumstances will either party be liable to the other hereunder for any indirect, consequential, special or punitive damages hereunder whether sounding in contract or in tort.

9.7 SINGULAR, PLURAL AND GENDER. Wherever the singular and the masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neuter where the context so requires.

9.8 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.

10. TERM

10.1 This Agreement shall commence on the Effective Date and shall be for a term of one year. Thereafter this agreement shall automatically be renewed for an additional period of one year, unless prior to January 31 in any given calendar year either party provides notice in writing to the other that it does not wish to renew the terms of this Agreement. In the event such notice is provided, Services hereunder will cease to be provided on the last day of February following receipt of such notice.

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APPENDIX A Sample

The screenshot shows a PDF document titled "APPENDIX 'A' BC One Call Limited Member Information Form". The form is displayed in a browser window. The document content includes:

- APPENDIX "A"**
- BC One Call Limited**
- Member Information Form**
- BC One Call uses the information contained in this form to process locate requests and to communicate with your organization. Required fields are outlined in blue.
- 1. Legal name of organization:** [Text input field]
- 2. Head office**
 - Mailing address [Text input field]
 - City [Text input field] Province [Text input field] Postal Code [Text input field]
 - Street address (if different) [Text input field]
 - City [Text input field] Province [Text input field] Postal Code [Text input field]
- 3. Invoicing/Accounts Payable**
 - Name [Text input field] Title [Text input field]
 - Telephone Number () [Text input field] Email [Text input field]
 - Invoicing Email [Text input field]
 - PO Number (if applicable) [Text input field]
 - Mailing Address (if different than above) [Text input field]
 - City [Text input field] Province [Text input field] Postal Code [Text input field]

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BC1C.CA 1-800-474-6886 BC 1 CALL, 9768 THIRD ST, SIDNEY BC, V8L 3A4

APPENDIX B

BC 1 Call Fees

1. MEMBER CATEGORIES

1.1 For the purpose of determining joining fees, the Member shall be classified, at the sole discretion of the Supplier, into one of the following categories:

- (a) Municipalities, which are defined as cities, towns, new towns, villages, summer villages, counties, municipal districts and improvement districts with joining fees determined by the Supplier from time to time having regard to population, subject to minimum and maximum amounts;
- (b) Utilities, which are defined as water supply and distribution systems, gas distribution systems, electrical distribution systems, telephone systems and cable television systems with joining fees determined by the number of customers, subject to minimum and maximum amounts.
- (c) Pipelines, which are defined as oil and gas explorers, developers, producers, processors, refiners, pipeline transmission companies, product transporting companies, pipeline operators, irrigation districts, trunk sewer systems and trunk water main systems with joining fees determined by the length of buried pipe, subject to minimum and maximum amounts.
- (d) Plants, which are defined as gas processing plants and compressor stations with joining fees set at a flat rate.
- (e) First Nations, which are lands or portions of lands as described by the First Nation applicant.
- (f) Others, which may be defined from time to time by and at the discretion of the Supplier.

For Members who are not Shareholders the Member shall be classified, by the Supplier, into the Member category that best represents the Member's main business activities.

1.2 Shareholders (Optional when Joining). For Members who wish to become a Shareholder of the Supplier ("Shareholders") and who have been approved by the Board of Directors of the Supplier and have agreed to be bound by the Unanimous Shareholders Agreement, may become a Shareholder upon payment of the joining fees consisting of the purchase of one share per Member at a subscription cost of one (1)

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dollar per share and which share has a cancellation (redemption) value of one (1) dollar in accordance with such Unanimous Shareholders Agreement and the lump sum joining fee in effect from time to time, which lump sum joining fee is currently \$30,000. Prospective Shareholders acknowledge that representation on the board of directors of the Supplier is subject to availability of a board seat.

2. FEES

2.1 A one-time registration fee shall be paid to the Supplier by the Member on the Effective Date. This fee is specified in section 4 of this Appendix B.

2.2 The Member shall be invoiced monthly by the Supplier, for Notifications to the Member, during that quarter. The fee for each Notification shall be in accordance with paragraph 4.2 below of this Appendix B. Payment shall be due within thirty (30) days of receipt of the invoice by the Member.

2.3 At the written request of the Member, the Supplier will not notify the Member of proposed excavation when the Excavator (Requestor) is an Agent of the Member and will be providing their own locates.

2.4 The Member shall not be charged for any Notifications or other transmissions that relate to the setup, checking or maintenance of the Notification Centre Systems.

3. CHARGEABLE NOTIFICATIONS

3.1 The Member shall be charged for each Notification in accordance with section 4 of this Appendix B except where a Notification meets the criteria of section 3 of this Appendix B.

3.2 The Member shall be charged for each Relocate, and Update in accordance with paragraph 4.2 of this Appendix B.

3.3 The Member shall not be charged for a correction.

3.4 In the situation where an Excavator requests that the Member be notified of a

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Locate Request when that Member does not appear to have buried plant at that location according to the Data in the Database, the Member will be notified and charged for a Notification in accordance with section 4 of this Appendix B.

4. FEE SCHEDULE

4.1 REGISTRATION FEES. The joining fees for each Member shall be a onetime flat fee of \$50.00.

4.2 NOTIFICATION FEES. Effective January 1, 2015, the fee to be remitted by a Member for each Notification transmitted to that Member shall be \$2.25. A member shall pay notification fees on a monthly basis or, should a member receiving minimal notifications (under \$100.00/year) wish to avoid accounting costs during the year, that member may elect to pay at the end of twelve (12) months.

4.2.1 Members will not be charged for their own locate requests.

4.2.2 Members will be charged for each notification and each copy of a notification sent to alternate destinations.

4.2.3 Members will be charged a notification fee for retransmits requested by the Member.

4.2.4 Unless otherwise directed, Members will not be charged for Test tickets.

4.3 NOTIFICATION FEES - ANNUAL DETERMINATION. Provided the Supplier first provides written notification to the Member in accordance with this paragraph, the Supplier may increase or decrease Notification fees payable by the Member on the following basis:

- (a) annually, in December of each calendar year, the board of directors of the Supplier will determine if the Notification fees are sufficient to cover the costs of providing the Notification Centre Services and the Program to all Members;
- (b) in the event there is a disparity between Notification fees generated and such costs, having regard to any excess or deficiency anticipated for the current calendar year, the Supplier shall prescribe the Notification Fees applicable for the forthcoming calendar year in order to eliminate such excess or deficiency in the forthcoming year;
- (c) the Supplier shall, on or before the 7th day of January advise the Member in

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writing if it will be increasing Notification fees for the current calendar year;

- (d) In the event the Member, following receipt of such notice determines it does not wish the Supplier to continue to supply Notification Centre Services to the Member, the Member must provide written notice of non-renewal in accordance with the Terms and Conditions section 4 Termination and section 10 - Term.

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APPENDIX C Sample Ticket Format

BC ONE CALL
NOTICE OF INTENT TO EXCAVATE REASON CODE: ROUTINE LOCATE

Ticket No: 2015330801

Sending To: BC ONE CALL Code: NOANSW01 Sequence: 0052

Original Call Date:	08/13/2000	Time: 13:39:36	Op: 30
Transmit Date:	08/13/2000	Time: 13:42:19	Op: 30
Work to Begin Date:	08/19/2000 T	Time: 13:42:19	
	JJ CONTRACTING	Contact Phone:	(604) 257-1900
Excavator:			
Contact Name:	JANET ANDERSON	Cell Phone:	(604) 451-2323
		Pager:	
Alt. Contact:	JOHN SMITH	Alt. Phone:	(604) 657-9056
		Fax Phone:	(604) 657-8746

Place: GIBSONS

Comments:

Address At/From: 805 Address To: 809
Street: NORTH RD
Nearest Intersecting Street: REED RD
Second Intersecting Street:

Additional Dig Information:

PRIV PROP - REAR OF BLDG

Remarks:

CALLER STATES: AREA IS MARKED IN WHITE PAINT

Type of Work: FENCE

Depth: 1 MTR Length: UNKNOWN Width: UNKNOWN

Private Property: Yes Dig Area Marked: No Machine Dig: Yes

Public Property: No Planning/Design: No Hand Dig: No

Work Being Done For: JJ CONTRACTING

Also Notified: TELUS, FORTISBC, BC HYDRO, GIBSONS

Legend: C = Cleared

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