

## **Registered Civil Contractor Program Terms and Conditions**

The Registered Civil Contractor Program (the “**Program**”) is offered by the British Columbia Hydro and Power Authority (“**BC Hydro**”). By applying to participate in the Program, you (the “**Participant**”) agree to be bound by these terms and conditions (the “**Terms and Conditions**”).

1. **The Program:** Under the Program, BC Hydro will publish a list of registered civil contractors available to BC Hydro’s customers (the “**List**”). BC Hydro’s acceptance of any Participant into the Program as the Program Registered Contractor (the “**PRC**”) on the List is conditional upon the Participant meeting all of the requirements below and receiving approval from BC Hydro, which may be withheld and delayed in its sole discretion.
2. **Requirements:** To be included as the PRC on the List, the Participant must:
  - a) complete and submit the Program application with all required information.
  - b) Application process can be found: [Request to join the registered civil contractor list \(bchydro.com\)](https://www.bchydro.com/customer-service/registered-civil-contractor)
    1. provide a verified email address for communication with BC Hydro;
    2. have a municipal business license and business number (provided by CRA);
    3. be in good standing with the Workers’ Compensation Board of British Columbia (“**WorkSafeBC**”) and provide a clearance letter;
    4. have general liability insurance coverage;
    5. have an occupational health and safety program in accordance with WorkSafeBC;
    6. understand and agree to adhere to our distribution technical standards and guides;
      1. ES54 Underground Civil
      2. Class of work specification
      3. Working near power lines
      4. Digging near power poles
    7. provide a certificate of completion for attending all mandatory training and workshops provided by BC Hydro;
    8. provide a certificate of completion of the online training program hosted by BC Hydro or its agent for all personnel involved in performing the work before commencing any construction work; and
  - c) consent to the collection of business information for communication and program-related purposes.

BC Hydro will designate the Participant as the PRC only if all of the above requirements are satisfied, the determination for which will be solely at BC Hydro’s discretion.

3. **Removal:** Prior to connecting to the BC Hydro system, any and all work completed by the PRC must be approved in writing by BC Hydro. In the event BC Hydro determines that the PRC’s completed work does not comply with applicable laws or BC Hydro standards, and the PRC fails to remedy or correct the deficiency or defect to BC Hydro’s reasonable satisfaction, BC Hydro may remove the PRC from the List. If the PRC no longer wishes to be included in the List, the PRC may request BC Hydro via email to [customercivil@bchydro.com](mailto:customercivil@bchydro.com).

4. **Liability:** The Participant, once designated as the PRC, may have an opportunity to provide its services to BC Hydro's customers however the PRC proceeds so at its own risk. BC Hydro will not be responsible for any reason whatsoever for the actions, conduct, negligence, omissions, or services provided by the Participant whether to BC Hydro's customers or any member of the public. The Participant accepts sole liability associated with the performance or nonperformance of any and all work including without limitation, its coordination activities of civil construction for BC Hydro customers and any third parties.
5. **No Representation or Warranty:** BC Hydro's inclusion of any Participant on the List as the PRC does not imply BC Hydro's endorsement or recommendation of the PRC to the public. BC Hydro does not make any representation or warranty with respect to its inclusion of any Participant as the PRC on List. BC Hydro's designation of the PRC or inclusion on the List does not guarantee the PRC with any future business opportunity or engagement with BC Hydro customers.
6. **Collection, Use and Disclosure of Personal Information:** BC Hydro collects the Participant's personal information for civil underground construction contractor accreditation and is collected under the authority of Section 26(c) of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165. The Participant's personal information will be used by BC Hydro and its contractors and authorized agents for the purposes of administering the Program and any legally required disclosures or reporting. The Participant may be contacted via phone, mail, email, or other methods to administer, implement, evaluate, and research all elements of the Program, verify information and compliance, confirm eligibility, conduct surveys, and develop other energy efficiency programs. For questions about how your personal information is handled, please contact [customer.civil@bchydro.com](mailto:customer.civil@bchydro.com).
7. **General:** These Terms and Conditions along with the Participant's Program registration constitute the entire agreement between BC Hydro and the Participant. BC Hydro's decisions relating to the Program shall be final and binding and not subject to appeal. BC Hydro in its sole discretion reserves the right to shorten, extend, suspend, modify, or cancel the Program and to amend these Terms and Conditions at any time, without notice or obligation for any reason. The failure of BC Hydro to enforce any of the provisions of these Terms and Conditions, or the waiver thereof in any instance, will not be construed as a general or continuing waiver or relinquishment on its part of any such provision, or of any other provision. Nothing in these Terms and Conditions is intended to create any form of legal relationship between the parties other than BC Hydro's approval or non-approval of the Participant to be included on the List.