

## APPENDIX B – SUPPLEMENTARY GENERAL CONDITIONS

### SGC.1 LABOUR WORKFORCE

#### 1.1 Inclusive Labour Approach

BC Hydro anticipates implementing an approach for the Project that allows for participation from all labour groups and contractors regardless of union affiliation or union status.

#### 1.2 Skilled Workers

The Contractor will employ or engage, and cause all Subcontractors to employ or engage, a sufficient number of skilled and qualified workers to perform the Work in accordance with the Contract Documents, in accordance and compliance with all applicable Law.

#### 1.3 Cost of Recruiting Labour

The Contractor and its Subcontractors will be responsible for all costs of recruiting and retaining skilled and qualified labour.

#### 1.4 Appropriate Agreements and Waivers

If the Contractor is or becomes a party to a collective agreement with a union then the Contractor will have agreements with such union(s), and will provide BC Hydro with a copy of such agreement(s), with respect to the performance of the Work as required to give effect to the following terms:

- (a) any collective agreement between the Contractor and a union representing workers performing any Work at the Project site will be for a term that is equal to or longer than the currency of this Contract;
- (b) if strikes, lockouts, slowdowns or any other interference or interruption to the performance of labour productivity, including but not limited to work-to-rule action (each, a “**Labour Disruption**”) occurs in the construction sector in British Columbia during the currency of this Contract, and originates off-the Project site, any Work performed at the Project site will not be affected by such Labour Disruption;
- (c) any non-affiliation clause in a collective agreement between the Contractor and a union is waived by that union, and accordingly union members will not be precluded from working at the Project site, or in proximity to the Project site, alongside non-union workers or workers of other unions and the union will not interfere in any way with non-union workers or workers of other unions, and no union or worker will refuse to handle or install any material, equipment or components or to honour hot cargo edicts, or otherwise during the currency of this Contract;
- (d) the union, and any person acting on behalf of the union, will not initiate, pursue or endorse any activity for the purpose of recruitment or representation of employees, contractors or consultants represented by other trade unions, including changes in representation or raids, with respect to any employee, contractor or consultant working on the Project;
- (e) a representative of a union with whom the Contractor has a collective agreement will be able to attend at the Project site as reasonably required for union business without interfering with the progress of the Work; and
- (f) if and to the extent the Contractor has commitments to engage Aboriginal persons there will be no objection to preferential hiring of such Aboriginal persons.

### 1.5 Change in Status

If the Contractor becomes a signatory to a collective agreement, or ceases to be a signatory to a collective agreement, it will notify BC Hydro in writing.

### 1.6 Notification of Labour Events

In the event of any labour dispute involving employees of the Contractor or Subcontractors, whether at the Project site or elsewhere, that will or may delay performance of the Work, the Contractor will provide Hydro's Representative within eight hours after the commencement of such labour dispute, a full report on such dispute including, to the extent known to the Contractor, the cause of the dispute, the employer and employees affected or involved, the actions being taken to end the dispute and the known or probable effect on the Work Program and Schedule. The Contractor will provide further reports at the request of Hydro's Representative.

The Contractor will, upon being aware, immediately advise Hydro's Representative of any current or pending labour negotiations or actual, pending or threatened labour disputes that could interfere with the progress of the Project. The Contractor will take all necessary steps and develop a course of action with Hydro's Representative to ensure that the continuity and timeliness of the Work will not be jeopardized, and advise and update Hydro's Representative on all developments in the negotiations or dispute.

### 1.7 Enjoining Labour Disruption

Without prejudice to the Contractor's rights under this Contract, the Contractor will at its cost take such steps before an authority with jurisdiction so as to seek to prevent or terminate any Labour Disruption at the Site, and the Contractor will not be entitled to any payment or time extension on account of a Labour Disruption caused or contributed to by the Contractor, any of its directors, officers, employees or agents, a Subcontractor, or those for whom such Persons may in law be responsible.

Failure to use reasonable commercial efforts to prevent any delay or terminate any Labour Disruption at the Site will be deemed to be default under GC.9.1.

### 1.8 General Worker Conduct

The Contractor will be responsible for its workers' behaviour generally on the Site, and with respect to the Site, and for compliance with BC Hydro policies relating to behaviour at the Site.

### 1.9 Respectful Behaviour

The Contractor will not permit its workers at the Site to engage in any form of violence, harassment, intimidation, bullying, or any other disparaging or demeaning conduct directed by a worker to another worker for any reason including based on any union affiliation or lack of union affiliation, including any verbal communications, written materials, or gestures. The Contractor will have a policy that prevents discrimination on the basis of prohibited grounds as outlined in applicable human rights legislation and *Workers Compensation Act* (British Columbia).

### 1.10 Removal of Persons

Hydro's Representative may, by written notice to the Contractor's Representative, object to any person engaged by the Contractor or any Subcontractor for the performance of the Work who, as determined by Hydro's Representative in its sole discretion, has engaged in misconduct, is incompetent, does not have adequate working knowledge of the safety rules and procedures applicable to the Site or otherwise fails to satisfy the applicable access requirements for the Project site. Upon receipt of any such notice, the Contractor will, subject to Laws, immediately cause such person to be removed from the Site and the Project and promptly replaced by a person(s) with suitable qualifications and experience, at no cost or

expense to BC Hydro. Notwithstanding any other provision in this SGC.1.10, the Contractor and the Subcontractors will retain all authority and control over their respective employees, agents and Subcontractors.

#### 1.11 No Poaching

Unless the Contractor has the prior written agreement of the applicable contractor, the Contractor will not invite, hire or attempt in any way to hire workers who are working at the Project site for another contractor, and the following will apply with respect to workers who cease working for another contractor:

- (a) if a worker voluntarily ceases employment with a contractor at the Project site, then the Contractor will not employ that worker for a minimum of 30 calendar days beginning from the time the worker ceases the previous employment; and
- (b) if a worker is terminated for cause, then the Contractor will not employ that worker for a minimum of 60 calendar days beginning from the time the worker ceases the previous employment.

BC Hydro will include in any major contract in respect of the construction of the Project, a provision on substantially the same terms and conditions as the foregoing paragraph in this SGC.1.11.

Unless BC Hydro has the prior written agreement of the Contractor or the applicable Subcontractor, as the case may be, BC Hydro will not invite, hire or attempt in any way to hire workers who are working at the Project site for the Contractor or a Subcontractor, and the following will apply with respect to workers who cease working for the Contractor or a Subcontractor:

- (c) if a worker voluntarily ceases employment with the Contractor or a Subcontractor at the Project site, then BC Hydro will not employ that worker for a minimum of 30 calendar days beginning from the time the worker ceases the previous employment; and
- (d) if a worker is terminated for cause, then BC Hydro will not employ that worker for a minimum of 60 calendar days beginning from the time the worker ceases the previous employment.

For certainty, the provisions of this SGC.1.11 do not apply to workers who have been laid off.

#### 1.12 No Gate Hires

The Contractor will not hire workers directly at the Site who have not applied for employment through the Contractor's established usual employment application procedures.

#### 1.13 Employment Information and Job Fairs

The Contractor will post employment opportunities on the BC Hydro Site C website or other websites as BC Hydro may direct, and as determined by BC Hydro acting reasonably, publications and employment agencies in the Peace River Region and the websites of local employment agencies, including opportunities for new positions or job openings.

The Contractor will, as requested by BC Hydro acting reasonably, participate in job fairs as may be requested by BC Hydro from time to time.

#### 1.14 Diversity

BC Hydro is committed to developing an inclusive workplace and a diverse workforce that represents the communities BC Hydro serves within British Columbia. The Contractor will take into account this commitment in attracting and employing workers for the performance of the Work at the Site.

### 1.15 Site Training and Cultural Awareness

The Contractor will, as part of the Work, require all workers performing any of the Work to participate once in:

- (a) up to 90 minutes of Project site training programs prior to commencing any Work at the Project site; and
- (b) up to 30 minutes of a cultural awareness training program either prior to completing their Work at the Project site or within 45 days of beginning their Work at the Project site, whichever occurs first. This requirement does not apply in respect of workers expected to be on the Project site for less than 48 hours in any one month period.

BC Hydro will provide each of the above programs, and may update the programs from time to time, in which case the Contractor will, as part of the Work, require all workers described above to participate in such updated training programs.

### 1.16 Emergency Medical Coverage

The following minimum emergency medical coverage will be provided to all workers while present in British Columbia in order to work on the Project, and when travelling to and from the Project site from outside British Columbia. The Contractor will provide to Hydro's Representative pursuant to GC.4.21 an "Emergency Medical Services" manual describing how the Contractor will provide the following minimum emergency medical coverage:

- (a) emergency medical treatment for accidental injuries or illness requiring immediate medical care; and
- (b) emergency medical transportation and convalescence, including:
  - (i) medical transportation arrangements to transfer the worker to and from the nearest appropriate medical facility in the worker's home province or country of residence;
  - (ii) if medically necessary, round trip transportation for an attendant to accompany and care for the worker;
  - (iii) if the worker is unable to travel due to medical reasons after being discharged from a medical facility, expenses incurred for meals and accommodations until medical transport to the worker's place of permanent residence can take place up to a maximum of \$2,000; and
  - (iv) if a worker dies while travelling to or from the Project site for work purposes from outside British Columbia or while living at or near the Project site for work purposes, then:
    - (A) provide transportation for one family member of the employee's immediate family to identify the body prior to its release if necessary, including reasonable reimbursement for the cost of accommodation and meals for the family member; and
    - (B) obtain all necessary authorizations and make all necessary arrangements to transport the body to the employee's place of permanent residence, up to a maximum of \$7,000.

This coverage is in addition to WorkSafeBC regulations from employers regarding injuries or deaths in the workplace.

### 1.17 Employee Family Assistance Program

The Contractor will provide the following minimum level of services to its workers:

- (a) if the Contractor is the Prime Contractor, on-site trauma counselling in response to accidents or incidents on the Project site, including suicide, death of a fellow worker, serious injury to an worker, mass casualty incidents, threats to safety and natural disasters; and
- (b) phone access to counselling for the following:
  - (i) trauma, including suicide, death of a fellow worker or family member, serious injury to a worker, mass casualty incidents, threats to safety and natural disasters;
  - (ii) substance abuse, including alcohol, drugs and smoking;
  - (iii) family problems, including parenting, child and adolescent;
  - (iv) marital and relationship problems, including separation and divorce; and
  - (v) emotional, physical and psychological problems, including anxiety, anger and depression.

### 1.18 Information for Workers

The Contractor will make reasonable efforts to assist BC Hydro in providing the Contractor's workers with information about Project related notices and programs.

### 1.19 Work Force Reports

The Contractor will provide a monthly report, in a form satisfactory to Hydro's Representative, acting reasonably, setting out the following information with respect to the preceding month and in respect of the Contractor performing its obligations under this Contract:

- (a) the Contractor's work force, broken down by:
  - (i) the total number of workers;
  - (ii) the median number of daily workers;
  - (iii) the mean number of daily workers;
  - (iv) the total number of workers who have a primary residence in the Peace River Regional District;
  - (v) the total number of workers by job categories reported according to the National Occupation Code (NOC) 2011;
  - (vi) the total number of temporary workers hired by the Contractor who are not citizens or permanent residents of Canada ("**Temporary Foreign Workers**") by job categories reported according to the National Occupation Code (NOC) 2011;
  - (vii) the total number of 'Red Seal' trades apprentices by job categories reported according to the National Occupation Code (NOC) 2011;

- (viii) the total number of 'Red Seal' trades apprentices by job categories expected to be employed in the next six months reported according to the National Occupation Code (NOC) 2011;
  - (ix) the highest number of workers in a single 24-hour period;
  - (x) the lowest number of workers in a single 24-hour period; and
  - (xi) the number of workers per shift (daily hours of work) and the workers' rotations (days of work and days off) as of the last Thursday of each month;
- (b) the names and office addresses of local businesses that the Contractor has, directly or indirectly, engaged to perform any of the Work. For the purposes of this SGC.1.19(b), a 'local business' is an entity which resources its work with workers whose normal base of operations is in the Peace River Regional District or the Northern Rockies Regional Municipality;
  - (c) the number of charter flights used for workforce travel, and the total number of worker trips on charter flights, landing or taking off from the North Peace Regional Airport;
  - (d) the job categories reported according to the National Occupation Code (NOC) 2011 and the estimated number of positions that the Contractor was unable to fill by hiring from the local community, in sufficient detail to assist planning for training programs; and
  - (e) to assist in achieving BC Hydro's Project diversity objective, including ameliorating the conditions of disadvantaged individuals or groups who are disadvantaged because of race, colour, ancestry, place of origin, physical or mental disability, or sex, the total number of workers broken down by:
    - (i) gender;
    - (ii) number of Aboriginals;
    - (iii) visible minorities; and
    - (iv) persons with disabilities.

#### 1.20 Temporary Foreign Worker Notification

The Contractor will provide a minimum of three month's prior written notice to Hydro's Representative of the Contractor's intended use of any Temporary Foreign Workers, including the numbers of and anticipated job categories reported according to the National Occupation Code (NOC) 2011 for such Temporary Foreign Workers. The notification period may be shortened due to extenuating circumstances with the agreement of Hydro's Representative.

#### 1.21 Other Contractor Obligations

The Contractor:

- (a) will, prior to starting any Work, provide Hydro's Representative with the Contractor's plan for housing its workforce. Any camp facilities or utilities must be designed, constructed, operated, decommissioned and permitted in compliance with all applicable regulations;
- (b) will, once every six months, provide support to BC Hydro in administering a short housing survey of the Contractor's workers; and

- (c) will pre-book hotel and motel space if the Contractor requires more than 30 rooms for temporary accommodation to house the Contractor's workers.

#### 1.22 Disclosure of Reports

Notwithstanding anything to the contrary contained in this Contract, the Contractor acknowledges and agrees that BC Hydro may disclose the reports or the information contained in the reports delivered to BC Hydro in accordance with SGC.1 to any provincial ministry, other Governmental Authority and educational institutions which requires or requests the information in relation to the Project or to permit BC Hydro to comply with any Permit or applicable Law.

If the Contractor includes Personal Information in the reports delivered to BC Hydro in accordance with SGC.1, then by submitting the report the Contractor will be deemed to represent to BC Hydro that the Contractor has obtained written consent from the applicable individual(s), including the consent to the indirect collection of Personal Information by BC Hydro, and that the Personal Information may be forwarded to BC Hydro, any provincial ministry or other Governmental Authority for the purposes of complying with the Contractor's obligations under this Contract and may be used by BC Hydro for the purposes set out in this Contract or any Permit. BC Hydro reserves the right to require proof of such consent.

#### 1.23 Additional Provisions Relating to Workers

The Contractor will:

- (a) implement a drug and alcohol policy which, at a minimum, meets the 'Site C Contractor Drug and Alcohol Policy Requirements' as established by BC Hydro; and
- (b) if required by Hydro's Representative, acting reasonably, attend at and participate in meetings of the Project contractors' committee, which includes representatives of other contractors who are working on the Project at the Project site for the purpose of consulting, and, as appropriate, reaching agreements, on labour matters that may arise at the Project site of interest to the Contractor and other contractors.

#### 1.24 Application to First Tier Subcontractors

Whenever in SGC.1 there is an obligation on the Contractor such obligation will be read to include the obligation on the Contractor to cause first tier Subcontractors to undertake the same obligation so as to permit the Contractor to comply with its obligations under SGC.1.

### **SGC.2 MUNICIPAL PERMITS**

#### 2.1 Municipal Permits

No municipal or local government building permits will be required with respect to any structures to be constructed on lands in which BC Hydro has a fee simple, leasehold or other interest. Any structure that is not on such lands constructed by the Contractor will be subject to local government regulation.

### **SGC.3 DESIGN-BUILD WORK**

#### 3.1 Scope of Design-Build Work

The Contractor will undertake, and have complete responsibility for the design of a portion of the Work (the "**Design-Build Work**") as identified in Sections 3.10 – Left Bank Excavation and RSEM Area L3, and 4.3 – Proprietary Structure Design Report of Appendix G – Specifications.

### 3.2 Standard of Performance for Design and Construction

Without limiting the other requirements of the Contract Documents, the Contractor will perform all design for the Design-Build Work:

- (a) in accordance with the standards set out in this Contract including in Schedule 6 [Specifications and Drawings];
- (b) in compliance with all applicable Laws; and
- (c) in accordance with Good Industry Practice.

If one or more of the above standards is applicable then the highest of such standard will apply.

### 3.3 Additional Design Consideration

In addition to other requirements of the Contract Documents, the Contractor will undertake and perform the design of the Design-Build Work so that such design is undertaken by a design team exercising such degree of care, skill and diligence as would reasonably be expected from consultants qualified to perform services similar in scope, nature and complexity to such design, as of the date of this Contract, and the Contractor will appoint a design team that:

- (a) is so qualified;
- (b) includes (as required by applicable Law or Good Industry Practice) Professional Engineers; and
- (c) has sufficient expertise and experience to expeditiously and efficiently perform all of such design in a proper and professional manner to the standard set out in this Contract.

### 3.3 Design-Build Review Process

The Contractor will undertake the design of the Design-Build Work in accordance with the review process set out in Sections 3.10.3 – Design Report, and 4.3 – Proprietary Structure Design Report in Appendix G – Specifications.

## **SGC.4 PROJECT RELATED PERMITS**

### 4.1 Project Related Permits

The following are the Project Related Permits that BC Hydro will obtain.

<b>Name of Permit</b>	<b>General Description of Permit</b>	<b>Activity and Location</b>	<b>Act</b>	<b>Issuing Agency</b>
Licence of Occupation – Dam Site	Land tenure for the construction of the Site C dam and associated structures and ancillary works	Construction activities at the dam site are described in the Dam Site Construction Activity Plan and permit application, and in EAC Schedule A	<i>Land Act</i>	FLNRO
Licence of Occupation – RSEM L3	Crown land tenure for the construction in RSEM L3	Construction activities are described in the Dam Site Construction Activity Plan and permit application, and in EAC Schedule A	<i>Land Act</i>	FLNRO

Notice of Work – Wuthrich Quarry	A notice of works under the Mines Act is required for extraction of materials	Extraction of materials from Wuthrich Quarry	<i>Mines Act</i>	MEM/ FLNRO
Occupant Licence to Cut – RSEM L3	To clear vegetation in RSEM L3	Clearing of vegetation and management of timber	<i>Forest Act</i>	FLNRO
Occupant Licence to Cut – North Bank OLTC#4	To clear vegetation on the north bank of the dam site	Clearing of vegetation and management of timber	<i>Forest Act</i>	FLNRO
Section 8 Short-term Use of Water – Dam Site	Diversion or use of water for a short term (24 months) from single or multiple sites	Dam Site Area Construction – Water Extraction Sites Dam Site #1 – Dust control, fire protection and truck washing) Dam Site #2 – Work camps and processing This permit application covers use of water for the dam site area and will be available for use by the Contractor and Other Contractors working at the Project Site. BC Hydro will advise the locations and volumes of water use available for the Contractor on or after the Effective Date	<i>Water Act</i>	FLNRO
Section 9 Works In and About a Stream - Approvals	An Approval is a written authorization for changes in and about a stream that are of a complex nature. a) Any modification to the nature of the stream including the land, vegetation, natural environment or flow of water within the stream, or b) Any activity or construction within the stream channel that has or may have an impact on a stream	In-stream works related to construction of River Road, Peace River Temp. Construction Bridge, Mid-Stream Island Excavation, and South Bank Backchannel Crossing	<i>Water Act</i>	FLNRO

Section 9 Works In and About a Stream – Approvals	An Approval is a written authorization for changes in and about a stream that are of a complex nature. a) Any modification to the nature of the stream including the land, vegetation, natural environment or flow of water within the stream, or b) Any activity or construction within the stream channel that has or may have an impact on a stream	Downstream River Contouring – fish mitigation and in-river excavation source for River Road	<i>Water Act</i>	FLNRO
Section 9 Works In and About a Stream – Approvals	An Approval is a written authorization for changes in and about a stream that are of a complex nature. a) Any modification to the nature of the stream including the land, vegetation, natural environment or flow of water within the stream, or b) Any activity or construction within the stream channel that has or may have an impact on a stream	Works in and about a stream in RSEM L3 Ravine	<i>Water Act</i>	FLNRO
Section 9 Notification	Notifications are typically used for works that do not involve any diversion of water, may be completed within a short period of time and will have minimal impact on the environment or third parties.	Low risk and routine works in and about a stream, such as installation of culverts, clear span bridges, and snow-crossings: <ul style="list-style-type: none"> <li>• Peace River Backchannel</li> <li>• Creek 3 and Garbage Creek</li> <li>• Beaver Dam Removal</li> <li>• North Bank Road Crossing Culvert Investigations</li> </ul>	<i>Water Act</i>	FLNRO
Water Licence	Authority to divert and use surface water is obtained by a licence or approval in accordance with the statutory	Water Licence for Diversion & Storage – Dam Site Area and Reservoir	<i>Water Act</i>	The Comptroller of Water Rights

	requirements of the <i>Water Act</i> .			
Wildlife Act – Beaver Dam Removal	Beaver Dam Removal	Removal of Beaver Dams – Construction. Multi-Site Authorization	<i>Wildlife Act</i>	FLNRO
Wildlife Act – Eagle Nest Removal	Possessing, taking or destroying the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl	Removal of Eagle Nests. Multi-Site Authorization	<i>Wildlife Act</i>	FLNRO
Wildlife Act – Fish Salvage	Scientific Fish Collection Permit	Capture and Relocation of Fish (Multi-Site)	<i>Wildlife Act</i>	FLNRO
Heritage Conservation Act – Section 12 Alteration Permit	S.12 Alteration Permit	Ground Disturbance – Project Wide	<i>Heritage Conservation Act</i>	FLNRO
Heritage Conservation Act – Section 14 Inspection Permit	S.14 Inspection Permit	Ground Disturbance – Project Wide	<i>Heritage Conservation Act</i>	FLNRO
Agricultural Land Reserve	Cabinet approval	Temporary and permanent removal agricultural lands from the Agricultural Land reserve	<i>Agricultural Land Commission Act</i>	Ministry of Agriculture
Fisheries Act Authorization	In-River Works	One Fisheries Act Authorization for Site Preparation Activities which will include: <ul style="list-style-type: none"> <li>• River Road</li> <li>• Peace River Construction Bridge and approaches</li> <li>• Back Channel Road Crossing</li> <li>• Dam Site Public Safety Booms</li> <li>• Mid-Stream Island Excavation</li> <li>• Peace River Channel Contouring</li> </ul>	<i>Fisheries Act</i>	DFO
Navigation Protection Act	In-River works	Navigation Protection Authorization for Site Preparation Activities: <ul style="list-style-type: none"> <li>• River Road</li> <li>• Peace River Construction Bridge and approaches</li> <li>• Back Channel Road Crossing</li> </ul>	<i>Navigation Protection Act</i>	Transport Canada

		<ul style="list-style-type: none"> <li>• Dam Site Public Safety Booms</li> <li>• Mid-Stream Island Excavation</li> <li>• Peace River Channel Contouring</li> </ul>		
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**SGC.5 BC HYDRO'S STEP-IN RIGHTS**

5.1 Step-In Rights

If the Contractor fails to achieve any milestone on or before the date required for completion of such milestone as specified below as such date may be adjusted in accordance with the Contract Documents or as otherwise required by the Contract Documents, then BC Hydro may, without prejudice to any of its other rights or remedies, take such steps as it considers are appropriate (either itself or by engaging others) to mitigate or rectify such failure (including taking possession of the equipment and materials located at the Site or elsewhere and intended for incorporation into or use in the performance of the Work, and utilizing such equipment and materials, subject to the rights of third parties, to proceed with the Work under the Contract, or to delete a portion of the Work as BC Hydro may decide).

BC Hydro will carry out such steps as quickly as is practicable, and in such manner as will minimize interference with the Contractor's performance of its obligations under the Contract.

The Contractor will ensure that the provisions contained in all applicable agreements with Subcontractors will not prevent or inhibit BC Hydro from exercising its rights under SGC.5.

Milestone	Milestone Date
North Bank Road, River Road, and North Bridge Approach	
Left Bank Excavation and RSEM Area L3	

5.2 Allocation of Costs for BC Hydro Actions

To the extent that any of the circumstances set out in SGC.5 arise as a result of any breach by the Contractor of its obligations under the Contract, then the Contractor will pay BC Hydro the amount of all direct costs and expenses reasonably incurred by BC Hydro in exercising its rights under SGC.5.1 and an additional mark-up of [redacted] of such costs and expenses in respect of indirect costs and overhead not otherwise directly attributable to the exercise of such rights.

**SGC.6 MAINTENANCE OF SITE ACCESS**

6.1 Maintenance of Site Access

The Contractor will maintain access to and within the Site in a state equivalent to or better than the quality of access provided to the Contractor as of the Effective Date, and permit BC Hydro and Other Contractors to use such access.